

**IN THE UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION**

**KATHLEEN OLIVASTRO,**

**Plaintiff,**

**VS.**

**LUXOTTICA RETAIL NORTH  
AMERICA INC.,**

**Defendant.**

**Case No.: 4:18-cv-01646**

## DECLARATION OF KRISTIN ABBINANTE

I, Kristin Abbinante, make the following declaration under penalty of perjury pursuant to the laws of the United States:

1. I am older than the age of 18, of sound mind, and suffer from no disease or defect that would render me incompetent to make this declaration.
2. I am a Sr. Director, Compliance and Talent Management, for Luxottica Retail North America Inc. (“Luxottica”). I make this Declaration in support of Luxottica’s Motion to Dismiss or, in the Alternative, to Stay Action and Compel Arbitration filed contemporaneously with this Declaration. If called as a witness, I could and would competently testify hereto.
3. I have personal knowledge of the facts set forth in this Declaration and/or from my review of the personnel records of Kathleen Olivastro (“Ms. Olivastro”), and from

Luxottica's Human Resources policies and procedures, including its arbitration agreements, which are made and maintained in the regular course of business and for which I am the custodian. Personnel files and Human Resources policies and procedures, including arbitration agreements, are maintained by the Human Resources Department.

4. Ms. Olivastro began working for Luxottica in 2012. In 2015, Luxottica issued a revised Associate Guide, consisting of various employment policies and agreements. Existing employees, including Ms. Olivastro, were instructed to review and acknowledge the revised Associate Guide using the company's online personnel platform, Eye Grow (now known as Talent Luxottica). A true and correct copy of the Associate Guide as revised in 2015 is attached hereto as **Exhibit A**.

5. The Eye Grow platform is accessed using a single sign-on process, which consists of the employee's unique LuxID (a six-digit number) and password chosen by the employee. Employees should not share their passwords, and they are told to keep their LuxID numbers confidential. Employees are required to change their passwords periodically for security purposes.

6. Once an employee signs in, the Eye Grow landing page opens. The employee would proceed to the performance module, which includes an inbox with tasks to complete. Reviewing the Associate Guide was marked as a required task when it was revised in 2015. Once that task was selected, the Associate Guide opened up and the employee was guided through the text of that document in its entirety. The employee could print or download a PDF copy of the Associate Guide, and could obtain a paper copy by contacting Luxottica's Human Resources Department.

7. The employment policies within the Associate Guide were broken up into separate sections and each section required the employee to electronically check a box acknowledging that s/he has reviewed the specific section identified. Then the employee was guided through a series of Associate Agreements, each of which required the employee to electronically check a box acknowledging that s/he has reviewed the specific agreement identified.

8. Luxottica maintains records of employees' receipt, review, and acknowledgment of all materials provided through Eye Grow. For each step in an employee's online review and acknowledgment of the Associate Guide, the system automatically updates to reflect the completion date. Company records indicate that Ms. Olivastro logged into Eye Grow, reviewed the revised Associate Guide, and completed all associated acknowledgements, on December 4, 2015.

9. As part of this process, Ms. Olivastro separately reviewed and acknowledged Luxottica's Dispute Resolution Agreement (the "DRA"). A standalone document within the Associate Guide, the DRA provides that employment-related disputes will be subject to arbitration unless the employee chooses to opt-out. *See Exhibit A*, at pp. 41-45. A true and correct copy of Ms. Olivastro's online acknowledgment that she had the opportunity to review the DRA is attached hereto as **Exhibit B**, at p. 39.

10. Ms. Olivastro also executed, via electronic signature, a Luxottica Associate Guide Acknowledgment and Agreement ("Acknowledgment"), which indicates she has received the Associate Guide and agrees to abide by its terms. It also states the signer "understand[s] and agree[s] to the terms of" the DRA specifically, unless she exercises the right to opt-out of the DRA within 30 days. A true and correct copy of Ms.

Olivastro's executed Acknowledgment form bearing her electronic signature, is included as part of **Exhibit B**, at p. 40.

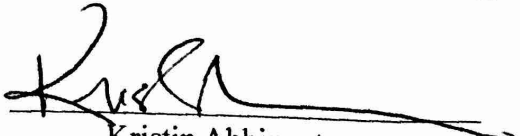
11. After executing the Acknowledgment, Ms. Olivastro was prompted with a section titled "Opt Out of Dispute Resolution Agreement," which included a drop down menu where she affirmatively chose whether to participate or opt-out of the DRA. Ms. Olivastro selected "I wish to participate." The section also notified the employee that if s/he wishes to opt-out after closing out of the electronic system, s/he may still contact the HR Solutions Group to do so within 30 days. A true and correct copy of Ms. Olivastro's election, denoting her choice to participate in the DRA, is included as part of **Exhibit B**, at p. 40.

12. The Human Resources Department has no record of Ms. Olivastro ever submitting an executed opt-out form for the DRA, or of contacting the Human Resources Department to opt-out of the DRA. When an employee signs and returns the opt-out form, it is uploaded into his or her electronic personnel file. Ms. Olivastro's personnel file contains no executed opt-out form.

13. No changes or modifications were made to the DRA after it was acknowledged and agreed to by Ms. Olivastro.

**PURSUANT TO 28 U.S.C § 1746, I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA THAT THE FOREGOING IS TRUE AND CORRECT.**

Date: October 3, 2018

  
Kristin Abbinante

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# Associate Guide

Exhibit A

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## About This Guide

The Associate Guide ("Guide") is intended to help associates understand the expectations, work environment, and policies that apply to all associates of Luxottica Retail North America, Inc. in the United States ("Luxottica"). It also describes many of the benefits and perks our associates enjoy.

The Associate Guide applies to all Luxottica associates in the United States, including those working at LensCrafters, Pearle Vision, Sears Optical, Target Optical, Sunglass Hut, Apex by Sunglass Hut, ILORI, Optical Shop of Aspen and EYEXAM of California, Inc., as well as any other employer that becomes a part of the Luxottica group of companies (collectively, "the Company," "we," "our" or "us"). This Guide replaces and supersedes all prior Associate Guide versions.

For those associates working in a store location subject to a Collective Bargaining Agreement, certain provisions of the Associate Guide will not apply. For any questions, please contact the HR Solutions Group at 1-866-431-8484 or [HRsolutions@LuxotticaRetail.com](mailto:HRsolutions@LuxotticaRetail.com).

Associates working in a host store environment must adhere to the policies of the host store location at all times in addition to the policies outlined in this Guide.

Paper copies of this Guide may be requested by contacting the HR Solutions Group at 1-866-431-8484 or [HRsolutions@LuxotticaRetail.com](mailto:HRsolutions@LuxotticaRetail.com). Electronic copies of this Guide are available to view or print on Luxottica's intranet, or your brand-specific online communications channel.

## Luxottica: See The Difference

At Luxottica, the work we do matters. The service we provide. The eyewear and fashion industry we influence. The fun we have. It all matters, to your colleagues and to the success of Luxottica. It's rare that a career has the ability to make a profound impact globally. It's even rarer that we are able to see the difference we make on a daily basis. How do we do it? We simply help the world see.

We're 70,000 associates strong across 130 countries. We take smart risks and are passionate about what we do. We connect through a common set of characteristics. Being Passionate, Imaginative, Entrepreneurial, and Simple & Fast guide all that we do.

We work hard, smart and have fun. We're proud of our position as a global leader in our industry and challenge ourselves to make better products, provide better services and positively impact the world.

See the difference in working at Luxottica? The work we do matters.

### DIVERSITY & INCLUSION

At Luxottica, ensuring a diverse workplace is part of our everyday business. Our global reach is broad and although we speak different languages, have different traditions and celebrate different holidays, we all share a vision for helping the world see.

This vision extends from our Milan headquarters and stores around the world. We understand the importance of maintaining a workforce that mirrors our customers. It's not a challenge or something we strive for. We just do it. It makes us stronger. It makes us better. And, it makes for a whole lot of fun!

### SEE THE DIFFERENCE YOU CAN MAKE THROUGH ONESIGHT

733 million people around the world suffer from poor vision. Lack of quality vision care is a global health issue affecting almost as many people as poverty, hunger and access to clean water. The good news is that for 563 million, an eye exam and glasses can restore their sight.

At Luxottica, being a world leader in eyewear and eye care also means being a leader in helping the world see. That's why you're encouraged to use your skills and expertise to give back through OneSight, a nonprofit organization providing access to quality vision care and eyewear in underserved communities worldwide.

Luxottica is proud to be OneSight's founding global sponsor providing more than \$7 million annually to support global operations and programming. Our retail brands also raise millions by sharing their passion and inviting customers to donate to OneSight.

Learn more at [OneSight.org](https://www.ONESight.org).

## Hiring and Work Practices

### THE ASSOCIATE GUIDE

Other than the Associate Agreements at the end of this Guide, nothing in this Guide is contractual in nature and nothing in it creates any contractual



obligations by the Company. This Guide is not a contract of employment and does not obligate the Company to act in specific ways or to maintain any specific level or type of benefit. With the exception of the Associate Agreements, this Guide may be interpreted, applied, or modified at the Company's sole discretion and without prior notice to associates. In addition to the policies in this Guide, the Company may issue other policies and procedures. Like the policies in this Guide, these other policies and procedures are not contractually enforceable, but are intended to inform associates of expected behaviors.

All associates are expected to familiarize themselves with the policies in this Guide and any other policies and procedures that may apply to them. Associates are expected to abide by Company policies and procedures at all times. Questions regarding what policies apply to an associate's position should be referred to a manager or to the HR Solutions Group at 1-866-431-8484 or [HRsolutions@LuxotticaRetail.com](mailto:HRsolutions@LuxotticaRetail.com).

Associates who violate the letter or spirit of the Company's policies may be subject to corrective action, up to and including termination of employment (collectively referred to as "corrective action" for remainder of this Guide).

### EMPLOYMENT AT-WILL

Employment with the Company is on an at-will basis, meaning that either the associate or the Company can terminate employment at any time, for any reason or for no reason. Nothing contained in this Guide alters this at-will employment status. No Company officer, manager or associate has authority to change or vary the At-Will Policy, other than through an individual contract of employment, specifically so providing, and signed by both the associate and a legally authorized representative of Luxottica, as determined by Luxottica's Legal Department, or by an otherwise enforceable written agreement.

### EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the Company to ensure Equal Employment Opportunity (EEO) for all persons regardless of race, color, gender, national origin, religion, age, disability, sexual orientation, gender identity or expression, citizenship, veteran or military status, marital status, pregnancy (including unlawful discrimination on the basis of a legally protected pregnancy or maternity leave), genetic information or any other characteristics protected by law.

The Company strives to create a culture in which no person will be advantaged or disadvantaged because of any factor unrelated to job performance. The Company is committed to creating a positive, healthy environment in which associates can bring their diversity to the organization and provide insight that culminates in better business decisions.

Associates who encounter or observe conduct that they believe violates the Company's Equal Employment Opportunity Policy should immediately bring it to the attention of the Company. See "How to Report Violations of the EEO or Harassment Policies" in this Guide.

### HARASSMENT FREE WORKPLACE

The Company is committed to providing a professional work environment where all associates can work together comfortably and productively. It is the Company's policy to maintain a workplace free from any form of harassment based on legally protected characteristics, including sexual harassment.

The Company prohibits the harassment of any of its associates (including managers), volunteers, interns, customers, contractors, vendor personnel and temporary staff, based on an individual's race, color, gender, national origin, religion, age, disability, sexual orientation, gender identity or expression, citizenship, veteran or military status, marital status, pregnancy (including unlawful discrimination on the basis of a legally protected pregnancy or maternity leave), genetic information or any other characteristics protected by law.

The Company does not only prohibit such conduct, it may be a violation of federal, state, or local anti-discrimination laws. The Company prohibits such behavior even if it is not so severe that it would be considered illegal harassment, and even if the offending person did not intend to offend or believed his/her comments or conduct were welcome.

This policy applies to all associates (including managers), volunteers, interns, customers, contractors, vendor personnel and temporary staff. This policy prohibits inappropriate conduct based on protected characteristics while on Company property, at Company-sponsored activities and programs, on business-related trips and anywhere else Company business is conducted.

Everyone at the Company is expected to respect the rights of customers, co-workers and others



in the workplace by refusing to participate in conversations or activities that violate this policy. Managers are responsible for taking appropriate action to address such conduct.

With respect to sexual harassment, the Company prohibits the following:

1. Unwelcome sexual advances; requests for sexual favors; and all other verbal or physical conduct of a sexual or otherwise offensive nature, especially where:
  - Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
  - Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or
  - Such conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment.
2. Offensive comments, jokes, innuendos, and other sexually oriented statements.

Examples of conduct expressly prohibited by this policy include, but are not limited to, the following:

- Offensive or derogatory comments, jokes, epithets or slurs based upon any protected characteristic
- Acts or threats of violence, and physical intimidation
- Negative stereotyping
- Repeated requests for dates
- Requesting sexual favors, or suggesting that sexual favors will gain employment benefits
- Unwelcome touching
- Any physical interference with the associate's normal work or movement
- Written or graphic material placed on walls, bulletin boards, emails or elsewhere on the Company's premises or circulated in the workplace that mocks, denigrates, or shows hostility towards an individual or group, or that otherwise could be offensive to coworkers or a potential recipient, based on any protected characteristic
- Sending or receiving email, instant messaging, or text messaging that is sexually explicit, patently offensive or pornographic
- Coercive behavior that amounts to bullying

Any associate who believes that he or she is the subject of inappropriate conduct prohibited by this policy, or anyone who observes or learns of such conduct, should report it immediately. See "How to Report Violations of the EEO or Harassment Policies" below. The Company prohibits any form of retaliation against any associate for filing a bona fide complaint under this policy or for assisting in a complaint investigation. However, if, after investigating any complaint of harassment or other unlawful discrimination, the Company determines that the complaint is not bona fide and was not made in good faith or that an associate knowingly has provided false or intentionally misleading information regarding the complaint, the associate who filed the complaint or who gave the knowingly false or intentionally misleading information may be subject to corrective action.

## ACCOMMODATIONS

Where required by law, the Company will provide reasonable accommodation for associates and applicants for employment with disabilities, as well as associates who require a reasonable accommodation for pregnancy, childbirth, breastfeeding, or related medical conditions. Similarly, reasonable accommodation may also be provided for associates with sincerely held religious beliefs.

Questions about or requests for a reasonable accommodation should be directed to the HR Solutions Group at 1-866-431-8484 or [HRsolutions@LuxotticaRetail.com](mailto:HRsolutions@LuxotticaRetail.com). Managers who receive questions or requests for a reasonable accommodation should also contact the HR Solutions Group for further guidance. Associates who wish to report a potential violation of this policy should follow the reporting procedure in the Open Door Policy defined below.

## OPEN DOOR POLICY

The Company encourages associates to feel comfortable expressing job-related concerns and is committed to listening and responding to such concerns. The Open Door Policy provides an Open Door Process for an associate to bring a concern to management's attention without fear of retaliation. In many cases, the associate's immediate manager is the person best qualified to address a concern or answer a question. Managers to whom a concern is reported through the Open Door Policy are expected to respond.

If an associate is not comfortable reporting a concern to his/her manager, for example because the concern involves the associate's manager, the associate may report his/her concern directly to his/her manager's manager or the HR Business Partner. They may also contact the HR Solutions Group at 1-866-431-8484 or [HRsolutions@LuxotticaRetail.com](mailto:HRsolutions@LuxotticaRetail.com).

Where necessary, the HR Solutions Group will work with the associate and the manager to address a concern. If the associate feels that the concern was not addressed to his/her satisfaction by his/her manager(s) and/or the HR Solutions Group, such concern may be elevated to a HR Business Partner or the Associate Relations Center of Excellence to review details, conduct an investigation and attempt to resolve the issue.

While the Company will endeavor to maintain the confidentiality of a concern reported by an associate, it may not be possible for the Company to do so in every circumstance. For example, in order to resolve a concern it may be necessary for the Company to conduct a workplace investigation during which the details of the particular concern may need to be disclosed to the affected/implicated workplace parties or witnesses. In addition, associates may be requested to maintain confidentiality where critically necessary to protect a witness, avoid tampering/destruction of evidence, or to prevent a cover-up.

Associates can use the Open Door Policy without fear of retaliation. Any person who attempts to deter or deters an associate's attempt to escalate a concern, or who retaliates against an associate in any way for using the Open Door Policy, will be subject to corrective action.

Associates are not required to use the Open Door Policy prior to initiating arbitration, but are encouraged to do so.

### **Business Abuse and Compliance Helpline**

If the issue is one involving a claim of discrimination, harassment, retaliation, or failure to accommodate, the associate should follow the reporting mechanism defined below in "How to Report Violations of the EEO or Harassment Policies."

Associates and others are encouraged to report issues or concerns involving illegal or dishonest fraudulent activity or compliance with laws, regulations, or Company policies, including the Company's Code of Ethics, to the Company

Business Abuse and Compliance Helpline (NetClaims) at 1-888-88-SEE-IT (1-888-887-3348).

Associates who contact NetClaims may do so anonymously, and all information received through NetClaims will be kept confidential to the extent possible. However, disclosure may be necessary where required by law or where needed to investigate and adequately respond to a complaint, concern or allegation. The Company will not retaliate against any associate who makes the Company aware of concerns the associate may have about unlawful activity, activities contrary to Company policy or activities which otherwise amount to improper conduct. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, poor work assignments, and threats of any type.

### **How to Report Violations of the EEO or Harassment Policies**

It is essential that anyone who observes or is the subject of inappropriate conduct report the conduct so that the Company can respond. Options are available to associates who may have concerns about inappropriate workplace behavior. If the associate is comfortable doing so, he/she may ask the harasser to stop the offending behavior. The offender may not realize the behavior is offensive. Often, merely telling the offender will stop the conduct.

If the conduct does not stop after confronting the offender, or the associate is not comfortable addressing that person, the associate should immediately report his/her concerns to any of the following resources:

- Associates may report the conduct to their managers or, if not comfortable doing so, to the next higher manager.
- Associates may report the conduct to the HR Solutions Group at 1-866-431-8484 or [HRsolutions@LuxotticaRetail.com](mailto:HRsolutions@LuxotticaRetail.com).
- Associates may report the conduct to their HR Business Partner.
- Associates may report the conduct to NetClaims at 1-888-88-SEE-IT (1-888-887-3348).

Associates may be asked to provide a written description that includes details of any incident(s), names of individuals involved, and names of any witnesses.

Associates have a duty to cooperate in the Company's investigation of alleged inappropriate conduct, except where a Company investigator informs you that your cooperation is voluntary. Failing to cooperate, intentionally withholding material information, or deliberately providing false information during an investigation violates this policy and may subject an associate to corrective action.

When deemed necessary, associates or others may be separated during the investigation, and an alleged harasser (or other persons) may be suspended pending the outcome of the investigation. If the alleged harasser is a vendor representative or a temporary staff person, the Company may request his/her temporary removal from the assignment pending the outcome of the investigation.

If the Company determines that an associate has violated this policy, he/she will be subject to corrective action. If a vendor representative or temporary staff person violates this policy, the individual may be prohibited from performing future services for the Company.

Associates with questions or concerns about the process, or about an ongoing or completed investigation, should contact the HR Solutions Group at 1-866-431-8484 or [HRsolutions@LuxotticaRetail.com](mailto:HRsolutions@LuxotticaRetail.com).

Associates who use the above reporting mechanisms are expected not to abuse them. False reporting is strictly prohibited. Any associate who intentionally makes false or misleading allegations will be in violation of Company policy, and may be subject to corrective action.

### **DATING AT WORK/INAPPROPRIATE RELATIONSHIPS**

The Company expects managers to maintain professional work relationships with their subordinates. Accordingly, dating and romantic relationships between managers and subordinates are prohibited, and managers are encouraged to refrain from excessive non-work related socialization with subordinates due to the negative impact it may have on the workplace. Further, associate dating and romantic relationships at any level are not encouraged. Associates who elect to date or become romantically involved with other associates do so with the understanding that the relationship may be subject to review by the Company. If any negative impact on the workplace occurs due to a dating or

romantic relationship between associates, including actual or perceived favoritism, distraction, fighting or other inappropriate behavior, the Company will treat such conduct as a performance issue.

Examples of prohibited dating/romantic relationships include:

- Store level managers and supervisors may not date anyone who works at their store location(s).
- Field managers may not date anyone who works in their zone or region.
- Vice Presidents may not date anyone in their group or department.
- Cincinnati Service Center Directors and above may not date anyone in their department.

The Company reserves the right to prohibit dating in other situations where the Company determines that a romantic relationship may be detrimental to the Company's business interests.

If a dating or romantic relationship between a manager and subordinate exists or develops, the participants are required to report their relationship to the manager's manager and the HR Business Partner. The Company may decide to place one of the participants outside the reporting relationship. If alternative placement is not feasible or not in the Company's best interests, termination of employment may be necessary. Managers and subordinates who misrepresent, hide, or fail to promptly disclose any such relationship may be subject to corrective action.

If an associate knows that he/she is being considered for a job change such as a promotion or transfer or has requested a job change, he/she must disclose whether the proposed change would result in a violation of this policy. The Company may decline to authorize a job change to prevent a violation of this policy.

### **EMPLOYMENT OF RELATIVES/COHABITATION**

The Company recognizes the natural desire of associates to assist their family members, as well as others with whom they have intimate relationships, to seek careers with the Company. This policy is established to protect the Company and its associates from problems that might arise where it employs associates who share these types of relationships, such as actual or perceived conflicts of interest and favoritism.

For purposes of this policy, the term “related” shall apply to the following relationships whether they are established by blood, marriage (“in-law” relationship) or other action: father, mother, son, daughter, brother, sister, grandparent, grandchild, aunt, uncle, niece, nephew, cousin, spouse, domestic partner or similar relationship. The term “cohabitor” or “roommate” applies to anyone with whom a residence is shared.

The following guidelines are to be followed with respect to employment of family members, cohabitating associates, and associates who share similarly close, intimate relationships:

### Direct Reporting Relationship

Related or cohabitating associates may not report directly to each other.

### Associates Reporting to the Same Manager

Related associates may not report to the same manager unless they work at different locations or in different departments. No associate in a management position may have a cohabitor/roommate working in his or her area of responsibility.

Where such situations exist or develop in the future through promotion, transfer, marriage, housing changes or other action, one of the associates must transfer, resign or make a housing change within a timeline set by the Company, not to exceed 90 days after the relationship or roommate status is established. Associates have an ongoing obligation to advise management promptly of changes in relationship or roommate status. At its discretion, the Company may modify the job duties of specific associates to address situations in which the exercise of that job duty may conflict with the spirit of this policy, even though there is not a direct reporting relationship.

### IMMIGRATION LAW COMPLIANCE

The Company is committed to full compliance with applicable federal and state immigration laws. These laws require that all applicants and associates establish and maintain proof of their legal right to work in the United States as a condition of employment. Every associate must provide satisfactory evidence of his/her identity and legal authority to work in the United States no later than three business days after he/she begins work. If an associate’s immigration status changes during the course of employment, the associate must notify his/her manager prior to the change, and complete all necessary documentation

to demonstrate continued authorization to work in the United States for the Company.

### DRUG AND ALCOHOL FREE WORKPLACE

The Company is committed to providing a safe and productive workplace for our associates and customers.

The following is prohibited while on Company property, time (including meal periods and rest breaks), or while on Company business:

1. Use, abuse or being under the influence of:
  - Illegal drugs (including marijuana and marijuana products prescribed for medical use, which is prohibited in the workplace under federal law)
  - Illegal chemicals
  - Legal chemicals for any unintended purpose
  - Prescription drugs, for any purpose other than is prescribed or by anyone other than the person to whom it is prescribed
  - Alcohol (except as authorized at certain designated Company events)
2. The purchase, sale, transfer, possession, manufacture or distribution of illegal drugs, prescription drugs (other than legal purchase or possession by the person to whom it is prescribed), illegal chemicals or legal chemicals for any unintended purpose.

If the Company determines that an associate engaged in these prohibited behaviors, he/she may be subject to corrective action.

This policy applies to associates as well as applicants for employment with the Company. It is an associate’s responsibility to notify management when taking any prescription medication that might affect job performance. The associate is to inform his/her manager of the possible effects of the medication; however, he/she should not disclose any diagnosis or underlying medical condition.

### Known Violations

If an associate knows of another associate’s violation of this Policy, it is the associate’s responsibility to immediately notify his/her manager or the manager on duty, or to contact the HR Solutions Group at 1-866-431-8484, or [HRsolutions@LuxotticaRetail.com](mailto:HRsolutions@LuxotticaRetail.com).

## Drug and Alcohol Testing

The Company reserves the right to test applicants for employment, and in certain situations, test associates for evidence of drugs and/or alcohol. A positive test, or refusal to test, may result in withdrawal of a candidate's contingent offer of employment, or corrective action for associates.

## WORKPLACE VIOLENCE AND WEAPONS

Luxottica is firmly committed to providing a safe workplace that is free from acts of violence or threats of violence. Luxottica prohibits acts of violence, and threats of violence associated with the Company or its associates, whether explicit or veiled, verbal or written. Further, the Company prohibits the possession, storage and use of firearms, ammunition and other dangerous items that may be considered a weapon on Company property, except as permitted by state or local law.

Associates should immediately report any real or imminent violence, threats of violence, or coercion against themselves or others (including threats to harm oneself), and weapons concerns to a manager, or the HR Solutions Group at 1-866-431-8484, or [HRsolutions@LuxotticaRetail.com](mailto:HRsolutions@LuxotticaRetail.com). A full investigation and appropriate course of actions will follow any good faith reports of violence, threats of violence or weapons in the workplace. This policy applies to all associates, and failure to adhere may result in corrective action.

## SMOKING AND TOBACCO USE

The Company is dedicated to providing a healthy, comfortable and productive environment for our associates. Luxottica is a non-smoking organization. Smoking (including the use of e-cigarettes and similar vapor devices) and the use of tobacco products is prohibited in all stores, field locations, service facilities, Company sponsored meetings and events, and in Company vehicles that are occupied by more than one person. All associates, customers and visitors are expected to comply with this policy.

## DRESS CODE

Professional relationships with customers, coworkers and vendors are vital to the Company's business. An associate's appearance plays an important part of building that relationship. Dress code requirements will vary depending on the particular requirements of an associate's job and workplace; however, all associates are expected to be well-groomed, practice good hygiene and project a professional image.

Associates who violate the dress code applicable to their work location may be sent home and/or subject to corrective action. Questions and requests for dress code accommodations, including to reasonably accommodate an associate's sincerely held religious beliefs, should be directed to the associate's immediate manager or the HR Business Partner assigned to the associate's work location.

## Store Locations

Associates must follow the dress code guidelines applicable to their position and brand, which may change from time to time.

## Cincinnati Service Center (CSC)

Associates are permitted to dress for their day. When representing the Company in meetings with external parties, business formal or business casual attire is required. On other days, smart casual attire such as dress/polo shirts and fashionable jeans are acceptable.

## PERSONAL DATA PROTECTION

Personal information covered by this policy, whether in paper or electronic form includes, but is not limited to, an individual's name, or first initial and last name, used in conjunction with one or more of the following types of information, in any combination:

- Social Security number
- Driver's license number or state-issued identification card number
- Home address
- Non-Company telephone numbers and email addresses
- Date of birth
- Financial account numbers
- Credit or debit card numbers or related security codes
- Passport number
- Medical information (including that governed by HIPAA)
- Luxottica identification
- Luxottica passwords
- Alarm codes
- Beneficiary or emergency contact information



This policy does not prohibit non-supervisory and non-managerial associates from communicating about their employment conditions or sharing information for the purpose of engaging in activities protected by the National Labor Relations Act.

It is essential that associates protect the confidentiality of sensitive personal information of customers, patients, applicants and associates, and safeguard such information contained in Company records or other data. Associates are expected to be knowledgeable of and comply with all Company HIPAA policies and procedures, which may be found on Luxottica's intranet, or your brand-specific online communications channel. Social Security numbers must be given particular protection. No associate or customer Social Security number may be publicly posted or displayed in any way that communicates or makes the number publicly available. Social Security numbers may not be printed on any card required for the individual to access Company products or services. They also may not be required to be transmitted over the internet without appropriate encryption, required to access a Company website, or printed on any materials to be mailed to an individual, unless required by state or federal law. A Social Security number may, however, be included in applications and forms sent by mail as part of an application or enrollment process, as long as the number is not visible from the outside of an envelope.

### Access to Personal Data and Security Precautions

Access to personal information, as defined above, is limited to those associates who require such access to perform their job duties. Associates who have access to personal data are expected to ensure, to the extent practicable, the confidentiality and security of that information and to take reasonable security measures to protect the information from unauthorized access, destruction, use, modification or disclosure.

Despite the close working relationship between associates and subleasing optometrists or ophthalmologists, no associate should handle a subleasing doctor's patient file or data unless it is with the specific permission of the doctor or pursuant to a Business Associate Agreement and in the course of treatment.

Unauthorized access, destruction, use, modification to, or disclosure of personal information regarding any current or former customer or associate of the Company for any improper, unlawful or non-

business purpose is strictly prohibited. As used herein, unauthorized access means any intentional effort to discover, review or obtain personal data for any improper, unlawful or non-business purpose. Unauthorized disclosure means publishing or providing personal data to any person or entity for any improper, unlawful purpose or any purpose not related to the Company's business.

Examples of reasonable security precautions that should be taken with respect to personal information covered by this policy include, without limitation:

- Taking reasonable steps to destroy records containing covered personal information once the record is no longer required to be retained by shredding or erasing the record, or by any other means which makes the information unreadable or undecipherable, in accordance with federal, state, and local record retention requirements (where applicable).
- Storing documents containing personal data in locked file cabinets.
- Ensuring that computers containing personal data are password protected and locked when not in use.
- Ensuring documents containing personal data are not left unattended.
- Verifying that persons requesting personal data are entitled to receive the information.
- When computer equipment or electronic media that contain personal data are to be discarded, contacting the IT Department for disposal assistance.
- Any personal information disclosed pursuant to a contractual arrangement with a third party, and after consultation with the Legal Department, must require the third party to agree contractually to implement and maintain reasonable security practices and procedures to protect the personal information from unauthorized access, destruction, use, modification or disclosure.

### Reporting

All associates are expected to immediately report any instances of identity theft, or any instance of unauthorized access, destruction, use, modification or disclosure of covered personal information, including any security breach of an electronic system that contains covered personal information. Associates should immediately report known or suspected

conduct to their manager, their manager's manager, or contact the NetClaims line at 1-888-88-SEE-IT (1-888-887-3348). Failure to report any such instances may result in corrective action. Additional information about the Company's policy on electronic information protected by the Health Insurance Portability and Accountability Act ("HIPAA") may be found in the ePHI agreement contained in this Guide and the Company's HIPAA policies and trainings located on Luxottica's intranet, or your brand-specific online communications channel. If an associate does not have access to the intranet or brand communications channels, he/she may request a copy of the policy from their manager.

## Protection of Company Assets

### ASSET PROTECTION

Asset protection is everyone's responsibility. As an associate, it is your duty to prevent, identify and report known or suspected asset protection concerns such as theft, shoplifting or shrinkage.

To report an asset protection issue, or for asset protection questions, contact the appropriate Asset Protection Manager, or call the NetClaims line at 1-888-88-SEE-IT (1-888-887-3348).

Never jeopardize your safety or the safety of other associates and customers by pursuing, apprehending or detaining a shoplifter.

### MANAGEMENT OF BUSINESS RECORDS

All Company records must be managed in accordance with applicable Luxottica record retention schedules and policies, which are available on Luxottica's intranet, or your brand-specific online communications channel.

### USE OF COMPANY PROPERTY

Items furnished by the Company for use by associates remain the property of Luxottica. Limited use of Company phones for personal use is permitted (see Mobile Devices in this Guide for more information). Examples of misusing Company property include: personal use of copiers, Federal Express, UPS, postage, long distance telephone calls and excessive personal use of Company cell phones and mobile devices.

### CORPORATE INFORMATION TECHNOLOGY AND DATA SECURITY

Technology is an essential component of our business operations. As we continue to utilize technology and communicate electronically, it

is imperative that associates' use of technology and electronic communication systems complies with Company expectations and standards. All Company Technology Resources (CTR), including but not limited to Luxottica provided computers, electronic devices, systems, networks and other hardware/software applications (including those that allow you to connect to Luxottica networks or access data from a personal device) are Company resources which are to be used for direct, business-related and management-approved activities. Acceptable activities relate to each associate's unique job duties and responsibilities. Limited non-business use of CTR is permitted, subject to the requirements set forth below.

All current and future Luxottica policies, as well as state and federal law, apply to the use of CTR. These include, but are not limited to, Luxottica's Harassment Free Workplace, Workplace Violence and Weapons, Personal Data Protection, Social Media, and Solicitation and Distribution policies, as well as the Code of Ethics. At no time may associates or others who use CTR:

- Abuse or use of defamatory, vulgar, menacing or physically threatening language toward customers, vendors, other associates or any other person or entity.
- Make discriminatory statements, including disparagement of others based on race, color, gender, national origin, religion, age, disability, sexual orientation, gender identity or expression, citizenship, veteran or military status, marital status, pregnancy (including unlawful discrimination on the basis of a legally protected pregnancy or maternity leave), genetic information, or any other characteristics protected by law.
- Make statements regarding or otherwise disclose trade secrets, confidential information or other proprietary information.\*

\* In this guide Proprietary Information does not include information lawfully acquired by a non-management employee of the Company about wages, hours or other terms and conditions of employment when used for purposes protected by §7 of the National Labor Relations Act such as joining or forming a union, engaging in collective bargaining, or engaging in other concerted activity for mutual aid or protection of laborers. Moreover, nothing herein will be construed to prohibit a disclosure that is required by law or to prohibit an associate from making a report to a duly authorized law enforcement agency that is protected by law; provided, however, that to the extent permitted by law the



- Make statements that might constitute sexual or other harassment under the Company's Harassment Free Workplace policy.
- Access or transmit links to sites that contain profane, pornographic, violent or other patently offensive material.

The Company requires the appropriate use of all Company assets, including CTR and electronic files. Electronic files (including email and web pages accessed on the internet) are considered Company records, and may be regarded as legally equivalent to Company files and records in paper form.

Protection of Company assets, confidential Company information, and safeguarding CTR against viruses and intruders, are critical. For these reasons, associates and others who are granted access to CTR must comply with the following:

1. Email messages that contain confidential Company information must be encrypted before transmission. The Company will provide authorized encryption tools, as associates are never authorized to employ their own encryption methods or key outside the control of IT Security.
2. Use only Company internet and email services provided by the IT Department when conducting Company business.
3. Do not download or install software including, but not limited to, browsers, plug-ins, file-sharing software, FTP clients or any other software package or software upgrade without prior authorization from your local IT Service Desk or IT Security.
4. Always use software and hardware in accordance with applicable license or lease agreements. No software or related documentation licensed to the Company may be copied or shared with anyone else unless explicitly authorized in writing by the licensor. In cases involving multiple uses of CTR, associates are to use the software only in accordance with the license agreement.
5. Do not install or connect unauthorized software, hardware, personal devices (including, but not limited to, laptops, smartphones, iPads, MP3 players, and similar devices not issued by the

associate will give Luxottica as much advance notice as is possible before such a disclosure (presumably five business days or more) so that Luxottica may take legally permitted steps to protect the Proprietary Information.

Company for business use) or other devices to any part of the Company's communications networks, computers, terminals or lines. Contact IT Security to determine if a device is authorized.

6. Limit non-business use of CTR to nonworking time (e.g., meal periods and rest breaks) and ensure such use does not preempt business needs. See below for monitoring and privacy considerations that apply to non-business use of Company technology.

Use of Company technology, whether for business, non-business, or personal purposes, is not private. Specifically:

- The Company will, in its discretion, delete any non-business information, including files, images, video and music, stored on its systems. Associates who wish to avoid permanent deletion of such materials should not store them on Company systems.
- Email accessed from or transmitted through a personal email account using the Company's communication systems may be stored on Company systems. The Company may review such emails, and block any external email services or cloud service (non-business email, file sharing, etc.), at its discretion at any time.
- Associate email messages and internet activity may be accessed, intercepted, monitored or reviewed by the Company at its discretion, including but not limited to suspected violations of this policy or other policies. Only designated associates may monitor, autoforward or journal another associate's email messages or monitor internet usage.
- Associates who use Company provided email accounts, internet accounts, and systems consent to the possibility that their messages and attachments, internet sites accessed, and information (in any form) downloaded or uploaded may be intercepted or monitored. All email communications on the Company's email system remain the property of the Company. Associates should maintain no expectation of privacy in the Company's computer systems or any information transmitted through, or stored on, such systems or other CTR.

Connecting a personal electronic device or storage device to CTR is prohibited, and associates who do so may be subject to corrective action. Associates are advised that the Company reserves the right,

at any time, to (a) inspect; (b) remove Company information, and (c) analyze files, data, and data storage media that may be within, or connectable to, such devices. All passwords or security codes needed to access information stored on these devices must be made available to the Company upon request.

The Company's not exercising its rights with respect to certain communications or files in no way modifies or waives the Company's right to monitor other electronic communications or files.

Associates and managers are responsible for ensuring compliance with the Company's Corporate Information Technology and Data Security policy, as well as other applicable IT Security and Data Privacy policies. Copies of these policies may be obtained from your manager or on Luxottica's intranet, or your brand-specific online communications channel. Email and internet usage statistics will be made available to managers, including but not limited to with whom associates send and receive email, time spent on the Internet, and websites accessed. In addition, the Company periodically reviews email communications, including but not limited to, message content and size.

Questions regarding this policy can be directed to the Chief Information Security Officer at [ITCompliance@luxottica.com](mailto:ITCompliance@luxottica.com).

## MOBILE DEVICES

Associates may use Company issued and/or personal mobile devices to conduct Company business, provided they follow the restrictions listed below. These devices, known as Personal Mobile Devices (PMD) and/or Company Mobile Devices (CMD) include, but are not limited to, cell phones (e.g., iPhone, Blackberry, Droid, etc.) and tablets (e.g., iPad, Kindle, etc.). Non-exempt (hourly) associates using either device for business purposes must report the time to their manager to ensure they are paid for their work time.

Unless using hands-free equipment, use of CMD or PMD to conduct Company business while operating a motor vehicle is prohibited. Associates who are charged with traffic violations resulting from the use of CMD or PMD will be solely responsible for all liabilities that result from such actions.

Associates are expected to follow Company policies and applicable law regarding the use of mobile devices. Associates who violate or abuse

the Mobile Devices Policy may be subject to a withholding of CMD and/or corrective action.

## Company Mobile Devices

CMD are tools which are issued to individual associates and work locations for business purposes. Lost or missing CMD must be reported immediately, and no later than one business day from the day it is lost or missing.

The following restrictions apply to CMD:

- Excessive use of CMD for personal, non-business needs and connection to the internet (including sending or receiving pictures or video, and downloading any items that violate Company policy) are prohibited; however, occasional short, personal calls/text messaging and connection to the internet is permissible.
- Associates who use CMD for personal purposes are responsible for any liability that may arise from such use, including any violation of law, regulation or policy resulting from such use.
- The Company does not pay for family plan costs.
- CMD may not be used in place of an associate's personal landline telephone.
- Porting of cell phone numbers from PMD to CMD, or from CMD to PMD is prohibited, unless expressly authorized by the Chief Information Security Officer.

CMD issued and intended for store use only, such as iPads, may not be borrowed or removed from store locations. Lost or stolen CMD must be reported immediately and no later than one business day from the day it is lost or missing.

## Personal Mobile Devices

Unless otherwise required by the Company, associates who elect to use PMD for business purposes, whether during or outside of work hours, do so voluntarily. Such use must comply with the following:

- PMD are prohibited on the sales floor, in the lab, and other restricted access areas, unless being used for business purposes, as authorized by the associate's manager.
- Do not connect PMD to Company wireless Internet networks. Store networks are to be used solely for operational purposes using CMD.

- The Company will not reimburse for data or internet charges where an associate voluntarily chooses to use a PMD instead of an accessible, non-mobile alternative that is available at no additional charge to you. In cases where an associate is required to use a PMD to conduct Company business, he/she must report the use to their manager to coordinate reimbursement for any costs incurred in connection with the performance of his/her work.
- Use of PMD to access third party applications or websites must comply with Corporate Information Technology and Data Security Policy requirements, as well as all other applicable Company IT policies and security protocols.
- Do not save user names and passwords used to access Company email portals, internal websites, systems and databases in PMD.
- Associates are solely responsible for any damage, loss and/or other liabilities sustained to PMD brought into the workplace or used outside of the workplace.
- Do not enter or save sensitive Company or customer information in PMD.
- Associates issued CMD will not be reimbursed for expenses incurred in connection with the use of equivalent PMD.
- The Company does not support PMD hardware or software issues.

Connecting PMD to Company information systems and networks without authorization is prohibited, and associates who do so may be subject to corrective action. Associates are advised that the Company reserves the right, at any time, to (a) inspect; (b) remove Company information; and (c) analyze files and data found within PMD connected, or attempting to connect, to the Company's information systems.

Further, associates who use PMD to conduct Company business or violate any Company policy must, upon request by the Company, (a) provide the Company with access to information stored on the PMD and/or, where applicable, (b) provide written consent for the PMD service provider to disclose to the Company transactional information and the content of stored communications related to the Company's business or a suspected policy violation. Refusal to comply with such requests may result in corrective action.

Questions regarding this policy can be directed to the Chief Information Security Officer at [ITCompliance@luxottica.com](mailto:ITCompliance@luxottica.com).

### USE OF COMPANY NAME/TRADEMARK

Do not unlawfully infringe on Company trademarks, service marks and logos. This does not prevent non-managerial and non-supervisory associates from using Company trademarks, service marks and logos to communicate about their working conditions. Questions regarding the proper protocol for use of Company trademarks, service marks, logos or the like may be directed to Corporate Communications at [NA\\_Communications@LuxotticaRetail.com](mailto:NA_Communications@LuxotticaRetail.com).

### SOCIAL MEDIA

This policy applies to all associates who communicate online on their own behalf, both during work and non-work time, and both in and out of the workplace. It also applies to associates whose core work responsibilities include online communications or are otherwise participating at the request of the Company. Note: Retail brands may have additional guidelines specific to their online media strategies.

The Company recognizes that online communications, including participation in social media, may be a part of some associates' everyday lives. Any Company information that is subject to a Confidential Information and Non-Solicitation Agreement or Non-Disclosure Agreement cannot appear in associates' online posts under any circumstances. Ultimately, associates are solely responsible for what they post online. Before creating online content, associates should consider some of the risks and rewards that are involved. Keep in mind that any conduct that adversely affects an associate's job performance, the performance of fellow associates or otherwise adversely affects customers, suppliers, people who work on behalf of the Company or the Company's legitimate business interests may result in corrective action up to and including termination.

### Disclose Your Connection to the Company

Whenever endorsing the Company, or Company products or services online, associates must disclose their employment with Luxottica. Associates may not represent themselves as spokespersons for the Company, and must note that any opinions expressed are their own and do not represent the official position of the Company. An associate's employment connection must be disclosed regardless of the space limitations of the medium used.

## Do Not Disclose Any Confidential Company Information

Disclosure of any Company confidential, proprietary,\*\* or trade secret information is strictly prohibited. Any Company information that is subject to a Confidential Information and Non-Solicitation Agreement or Non-Disclosure Agreement cannot appear in associates' online posts under any circumstances. This includes but is not limited to: strategies and plans; sales and financial results; product releases, marketing or promotions; new store designs; inventory/pricing information; and customer information. Associates should not make comments about the Company that are maliciously false or make disparaging remarks about competitors. If an associate has any questions about whether information is confidential, he/she may contact his/her supervisor or manager, Human Resources, or Corporate Communications before disclosing any such information, or err on the side of caution and not disclose the information.

## Give Your Honest and Truthful Opinions

Associates should make sure they are always honest and accurate when posting information or news, and if a mistake is made, correct it quickly. Be open about any previous posts that have been altered. Remember that the internet archives almost everything; therefore, even deleted postings can be searched. Associates should never post any information and rumors they know to be false about the Company, fellow associates, customers, suppliers, people working on behalf of the Company, or competitors.

Associates should always be fair and courteous to fellow associates, customers and suppliers or people who work on behalf of the Company. Associates should keep in mind that they are more likely to resolve work-related complaints by speaking directly

\*\* In this guide Proprietary Information does not include information lawfully acquired by a non-management employee of the Company about wages, hours or other terms and conditions of employment when used for purposes protected by §7 of the National Labor Relations Act such as joining or forming a union, engaging in collective bargaining, or engaging in other concerted activity for mutual aid or protection of laborers. Moreover, nothing herein will be construed to prohibit a disclosure that is required by law or to prohibit an associate from making a report to a duly authorized law enforcement agency that is protected by law; provided, however, that to the extent permitted by law the associate will give Luxottica as much advance notice as is possible before such a disclosure (presumably five business days or more) so that Luxottica may take legally permitted steps to protect the Proprietary Information.

with other associates or by utilizing the Company's Open Door Policy than by posting complaints to a social media outlet. Nevertheless, associates who decide to post complaints or criticism should avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, physically threatening or coercive, disparaging to customers, associates or suppliers, or that might constitute harassment or bullying prohibited by Company policies. Examples of such conduct might include patently offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, color, gender, national origin, religion, age, disability, sexual orientation, gender identity or expression, citizenship, veteran or military status, marital status, pregnancy (including unlawful discrimination on the basis of a legally protected pregnancy or maternity leave), genetic information, or any other characteristics protected by law.

All Company marketing/advertising material must be approved by the Legal Department in accordance with Company policy.

## Respect Intellectual Property Rights

Show proper respect for the laws governing copyright, fair use of copyrighted material owned by others, trademarks and other intellectual property, including the Company's own copyrights, trademarks and brands. To minimize the risk of a copyright violation, you should provide references to the source(s) of information you use and accurately cite copyrighted works you identify in your online communications. Do not unlawfully infringe on Company logos, brand names, taglines, slogans, or other trademarks. Sensitive and personally identifiable information (such as customer and vendor names, individual Social Security numbers, protected health information, etc.) should never be cited or referenced without approval in compliance with all Company policies, laws and regulations.

## You Are Personally Liable For Your Actions Online

Associates are personally liable under federal, state and local law for their actions and omissions with respect to their online communications. The Company reserves the right to hold an associate directly responsible for any claims that arise from an associate's violation of the law, this policy or the Company's rights. By communicating online, associates agree to protect the Company, its



parents, affiliates and subsidiaries from any liability that arises out of the foregoing.

### **We Reserve the Right to Ask You to Remove Content**

The Company will, in its discretion, review your social networking activities. Please note that this Policy applies even if your social networking is anonymous or under a pseudonym. If you do engage in such social networking, you should be aware that in appropriate circumstances the Company will take steps to determine your identity. The Company may request that associates temporarily confine their social networking to matters unrelated to the Company if it determines this is necessary or advisable to ensure compliance with securities regulations or other laws. The Company also may request that associates remove content that may violate the law or Company policies – for example, content about customers, coworkers, supervisors, the Company, vendors or suppliers that is vulgar, obscene, physically threatening, coercive, libelous, harassing or discriminatory on the basis of race, color, gender, national origin, religion, age, disability, sexual orientation, gender identity or expression, citizenship, veteran or military status, marital status, pregnancy (including unlawful discrimination on the basis of a legally protected pregnancy or maternity leave), genetic information, or any other characteristics protected by law.

### **Promotions, Giveaways or Contests**

Online giveaways, sweepstakes and contests are subject to applicable laws, compliance with Company policies and all applicable rules and guidelines of social media sites. All Company promotions must be reviewed in advance by the Legal Department.

### **Using Company Systems for Personal Use**

Associates should refrain from using social media while on work time or on equipment provided by the Company, unless it is work-related as authorized by your supervisor or manager. Do not use Company email addresses to register on social networks, blogs or other online tools utilized by personal use. Use should comply with all applicable IT policies and procedures.

### **Limitations**

Nothing in this Policy will be interpreted to limit or interfere with associates' rights under Section 7 of the National Labor Relations Act. For example, this policy is not intended to prohibit

associates from discussing with others the terms and conditions of their employment.

### **COMPETITIVE EMPLOYMENT**

In order to protect the competitive advantage our Company enjoys and to protect the job security of our associates, the following policy must be strictly followed.

Associates cannot, under any circumstances, work for an optical competitor while employed in any capacity by the Company. An optical competitor is defined as any individual, group of individuals, company or any organization that provides retail optical products and/or services at 10 or more locations that is not owned by Luxottica. In remote market locations, the Company reserves the right to determine the definition of a competitor based on product specifics and the impact to isolated Company stores. Such an arrangement would constitute a conflict of interest and is grounds for dismissal. This policy may be waived by Director level managers or above to allow optometrists and opticians who work for the Company and another optical retailer. Any such waiver must be in writing. Waiver of this policy does not waive the associate's responsibility to comply with all other Company policies and procedures. Any other potential or unusual conflict should be reviewed by Human Resources and the Legal Department.

### **Employment By Pearle Vision Franchise Stores**

The Company does not control the operation of Pearle Vision franchise stores. Except as provided in this policy, associates may not work for a Pearle Vision franchise store while employed by the Company. This policy may be waived in limited circumstances where: (1) the associate's place of employment with the Company and the Pearle Vision franchise store are more than five miles apart, and (2) the Pearle Vision Brand General Manager or his/her designee has specifically approved the associate's employment by both the Company and the Pearle Vision franchise store in writing.

### **SOLICITATION AND DISTRIBUTION**

Individuals not employed by the Company are prohibited from soliciting funds or signatures, conducting membership drives, distributing literature or gifts, offering to sell merchandise or services (except as previously approved by the Company for philanthropic or charitable purposes), or engaging in any other solicitation, distribution or similar activity on Company premises at any time.

The Company may authorize a limited number of fund drives by associates on behalf of charitable organizations, such as United Way or OneSight, or for associates in need. Associates are encouraged to volunteer to assist in these drives but their participation is entirely voluntary.

Managers and supervisors are prohibited from engaging in any solicitation or distribution of literature at any time, on Company premises. All other associates must comply with the following requirements. For purposes of these requirements, "working time" means the time when the person doing the soliciting or distributing, or the person being solicited or receiving the distribution, is or should be working.

- Solicitation in retail sales areas is prohibited at all times.
- Solicitation in all other areas is prohibited during the working time of either the associate making the solicitation or the associate receiving the solicitation.
- Distribution of literature or other material in sales areas, and in all working areas, is prohibited at all times. Distribution is also prohibited in non-selling and non-working areas (e.g., a lunchroom or recognized break areas) during working time.
- Off-duty associates are not allowed to access the interior or work areas of Company premises outside of their scheduled work hours, except as a customer of the Company or to attend a special Company meeting or event outside of their scheduled work hours.

The Company maintains various communication systems to communicate Company information to associates and to disseminate or post notices required by law. These communication systems (including bulletin boards, email, voicemail, facsimile machines and personal computers) are Company property designated for business purposes and should not be used in any way prohibited by this policy. In particular, bulletin boards are for the posting of Company information and notices only, and only persons designated by Human Resources or field management may place notices on or take down material from bulletin boards. The unauthorized use of the communication systems or the distribution or posting of notices, photographs or other materials on any Company property is prohibited.

All managers and supervisors are responsible for administering this policy and enforcing the provisions.

## WORKPLACE SEARCHES AND MONITORING

To safeguard associates, customers, and Company property on our premises, the Company reserves the right to video monitor the workplace and to question and conduct personal searches of associates and all other persons entering and leaving Company premises, along with inspecting any packages, parcels, purses, handbags, briefcases, lunchboxes or any other possessions or articles carried to and from Company premises. In addition, the Company reserves the right to search an associate's office, desk, locker, files or any other area or article on our premises. Inspections may be conducted at any time at the discretion of the Company.

Associates working on, entering or leaving Company premises who refuse to cooperate in such an inspection, as well as associates who after the inspection are believed to be in possession of stolen property, may be subject to corrective action.

## Employment Relationship

### EMPLOYMENT STATUS

An associate's employment status is based on the number of hours the associate is expected to work on a regular basis. Employment status categories are used to determine an associate's eligibility for certain benefits, among other things. An associate's scheduled hours, and thus employment status, may change during the course of his/her employment as a result of personal and/or business related circumstances, and nothing in this Guide guarantees any associate a certain schedule or number of hours worked.

**Full-Time:** normally and consistently scheduled to work 30 or more hours per week.

**Part-Time:** normally and consistently scheduled to work 20 – 29 hours per week.

**Casual Part-Time:** scheduled to work fewer than 20 hours per week. This includes associates who normally work a few hours each week and associates who only work occasionally.

**Temporary/Seasonal:** hired for a short and defined period of time, regardless of the number of hours scheduled or worked.

## Pay Classification

Positions are also classified as either exempt or non-exempt based on job duties.

**Non-Exempt:** associates are generally paid on an hourly basis, are eligible to receive overtime pay, and are required to report all hours worked.

**Exempt:** associates are paid a pre-determined weekly or bi-weekly base salary, regardless of hours scheduled or worked, and are not eligible to receive overtime pay.

## WAGE PAYMENT

It is the policy of the Company to:

- Pay associates all compensation to which they are entitled for work performed, in compliance with applicable laws;
- Provide associates all meal and rest breaks required by law; and
- Respond to associate complaints regarding payment of wages, time reporting, breaks, etc. in a timely manner. In doing so, the Company prohibits any form of retaliation against associates who bring such concerns to its attention.

This foregoing describes some of the basic rules concerning the Company's timekeeping and payroll procedures, as well as the steps associates should follow to ensure that they are paid properly for all time worked. Additional policies or procedures not stated in this Guide may be obtained by contacting the associate's manager, HR Business Partner, or the HR Solutions Group at 1-866-431-8484 or [HRsolutions@LuxotticaRetail.com](mailto:HRsolutions@LuxotticaRetail.com).

## NON-EXEMPT ASSOCIATES

### Reporting Hours Worked

It is the policy of the Company to ensure that associates are timely and correctly paid. Non-exempt associates must accurately record the time they work each day. This includes accurately recording his/her arrival, departure, meal period times, and time for all work that the associate performs before or after a scheduled shift, in the timekeeping system used at the work location.

**Off-the-clock work is not permitted.** Non-exempt associates should not start work early, finish work late, work during a meal break, or perform any extra or overtime work, including sending and receiving work-related email and text messages, unless

directed to perform such work by their manager. However, all hours worked must be recorded, regardless of (1) when and where the work was performed; (2) the reason the work was performed; (3) whether or not the time was authorized by the manager; and/or (4) whether or not the hours were captured in the timekeeping system.

Misreporting time worked (by either a manager or non-management associate) is considered a serious integrity issue for which corrective action will be issued. This includes, but is not limited to, incorrectly reporting or failing to report hours worked, instructing or encouraging a non-exempt associate to work "off the clock", improperly altering another associate's time records, or instructing or encouraging an associate to do any of the above. All known or suspected incidents of such conduct should be reported to a manager, HR Business Partner, HR Solutions Group at 1-866-431-8484 or [HRsolutions@LuxotticaRetail.com](mailto:HRsolutions@LuxotticaRetail.com), or anonymously to NetClaims at 1-888-88-SEE-IT (1-888-887-3348).

When an associate receives his/her paycheck, it is his/her responsibility to verify immediately that his/her working time was recorded accurately and that he/she was paid correctly for all hours worked. Associates who forget to clock in/out, inaccurately record their time, or discover paycheck errors are expected to notify their manager immediately.

### Overtime

Non-exempt associates are entitled to be paid overtime pay at one and a half times their regular rate of pay for all time worked over 40 hours in a work week, unless state law requires otherwise. Overtime pay is based on the number of actual hours worked. Other hours paid but not worked such as Paid Time Off (PTO), reporting time, holidays, bereavement, short-term disability, paid volunteer time, military duty or jury duty are not considered "hours worked" when calculating the hours that will result in overtime.

Managers must approve all overtime hours before an associate begins working them. While associates will be paid for all overtime hours worked, regardless of whether it was previously approved, working overtime hours without prior management approval will be considered a performance issue and may result in corrective action.

### Travel and Commuting Pay

When the Company requires a non-exempt associate to travel for Company business the



travel time will generally be considered paid time. Any paid travel time will be considered hours worked for the purpose of calculating a non-exempt associate's overtime. While traveling, a non-exempt associate will be paid for any time during which the associate is performing work.

Normal commute time is not paid time.

However, additional time spent commuting to a different job site, or traveling between job sites during the workday, is paid time. Likewise, time spent doing Company business before or after the associate's shift is also paid time.

Certain states may have travel or commuting pay laws that are different from this policy, and associates are encouraged to contact their HR Business Partner for any variations.

### EXPENSE REIMBURSEMENT

All associates (non-exempt and exempt) are entitled to reimbursement for expenses they incur while conducting Company business, even if the associate is not traveling during the time of the expenditure. As long as the expenditure is for the benefit of the Company, the associate will be reimbursed. Expenses may include, but are not limited to, cost of cell phone calls, text messaging, mileage when traveling locally for business, and office supplies purchased for the business location.

### EXEMPT ASSOCIATES

Exempt associates generally receive a predetermined weekly or bi-weekly base salary as compensation for all hours worked in a workweek, regardless of whether the associate works more or less than forty hours in that workweek. Depending on the associate's position, he/she may also be eligible for additional compensation. An exempt associate's base salary will be established at the time of hire or when the associate becomes classified as an exempt associate. Base salaries are subject to review and may be changed from time to time, at the Company's discretion.

The weekly base salary of an exempt associate will not be reduced for any week in which the associate performs work, subject to the following exceptions:

- Full-day absences for personal reasons, sickness or disability;
- Unpaid disciplinary suspensions of one or more full days for violations of a safety or workplace conduct rule;

- Partial or full day leaves of absence taken pursuant to the Family and Medical Leave Act;
- To offset amounts received as payment for jury and witness fees or military pay;
- Time not worked during the first and last weeks of employment;
- Any full work week in which the associate did not perform any work.

Full day absences for personal reasons, sickness or disability will be charged against an exempt associate's PTO bank unless that bank is exhausted or the exempt associate requests otherwise.

An associate's salary may also be reduced for certain types of deductions such as an associate's portion of health, dental or life insurance premiums; state, federal or local taxes; Social Security; or voluntary contributions to a retirement plan.

### PAYROLL DEDUCTIONS\*

To the extent permitted by federal and state law, by signing the Associate Guide Acknowledgment found at the end of this Guide, you hereby authorize Luxottica, or its designated third party payroll administrator, to deduct money from your wages, including your final paycheck upon termination, for any of the following reasons:

1. Your share of the premiums for Luxottica's group medical/dental plan;
2. Any contributions you may make into a retirement or pension plan sponsored, controlled, or managed by Luxottica;
3. Any overpayment of wages or expenses for any reason;
4. Any loans or wage advances given to you by Luxottica;
5. Repayment of tuition paid by Luxottica if you voluntarily separate from the Company before the end of the time period stipulated in your tuition repayment agreement;
6. The cost of repairing or replacing any Company supplies, materials, equipment, money, or other property that you may damage (other than normal wear and tear), lose, fail to return, or take without appropriate authorization from Luxottica during your employment;\*\*
7. Administrative fees in connection with court-ordered garnishments or legally-

required wage attachments of your pay, limited in extent to the amount or amounts allowed under applicable laws; and

8. The value of any PTO that you use before it is accrued, upon either a change to part-time status or your termination of employment.

#### **Colorado and North Carolina associates only:**

associates in these states may revoke this agreement at any time by contacting the HR Solutions Group at 1-866-431-8484 or [HRsolutions@LuxotticaRetail.com](mailto:HRsolutions@LuxotticaRetail.com).

\*This section does not apply to associates working in AK, CA, IL, IN, MD, MI, MN, NH, NV, NY, OK, OR, PA, PR, RI, VA, WA, WI, or WV.

\*\*Paragraph 6 does not apply to associates working in AR, DC, DE, HI, IA, KS, KY, MA, ME, NJ, OH, UT, or VT.

#### **REPORTING PAYROLL ERRORS AND QUESTIONS**

The Company works hard to ensure that all associates are paid correctly, but mistakes can happen. When the Company learns of mistakes we will promptly make any corrections necessary. Please review each paycheck and pay stub received to make sure your pay is correct. If an associate believes that his/her pay does not accurately reflect hours worked, or contains any improper deductions, or if the associate has any questions about his/her paycheck or pay stub, the associate should promptly report the matter to his/her manager, HR Business Partner or contact the HR Solutions Group at 1-866-431-8484. He/she can also email [HRsolutions@LuxotticaRetail.com](mailto:HRsolutions@LuxotticaRetail.com) or call the NetClaims line at 1-888-88-SEE-IT (1-888-887-3348).

Every report of improper pay will be investigated, and the Company will ensure that an associate promptly receives the pay to which he/she is entitled. The Company will not permit any form of retaliation against individuals who make good faith reports of alleged violations of this policy, or who cooperate in the Company's investigation of such reports, even if the reports do not reveal any errors or wrongdoing. Any form of retaliation in violation of this policy will result in corrective action.

#### **DIRECT DEPOSIT**

Associates may elect to have some or all of their pay deposited into their bank account by direct deposit, up to a maximum of eight accounts. The direct deposit accounts do not need to be at the same bank and associates may choose Members Trust Federal Credit Union as one of their direct deposit locations. Please see the

Benefits section in this Guide for more information about the Members Trust Federal Credit Union.

The use of the Company direct deposit option is voluntary. Please see instructions provided at time of hire for information on how to set up direct deposit.

#### **WORK SCHEDULES**

The Company schedules associate work time in accordance with operational needs. Although associate preferences may be considered when feasible, operational needs will always take precedence. At times, business needs and operational requirements may require last-minute scheduling adjustments.

- The work week begins each Sunday at 12am (midnight).
- Associates are responsible for obtaining and adhering to their work schedules.
- Managers will give advance notice of a change in the associate's work schedule, unless unforeseeable circumstances prevent him/her from doing so.
- Managers have the right to require an associate to clock out earlier than scheduled depending upon the needs of the business in compliance with local law.
- Under normal circumstances, an associate will not be scheduled to report to work with less than eight hours off after the completion of a prior work period.

#### **ATTENDANCE**

Associates are expected to be at their work area ready to begin work at their scheduled time. Unscheduled absences and tardiness place an unfair burden on the business and co-workers. All unscheduled absences and tardiness are monitored and recorded, regardless of the reason. Managers will track excessive absenteeism and/or tardiness and the appropriate corrective action may be issued. For questions and guidance on attendance related issues, refer to your brand/location's attendance policy. You can also call the HR Solutions Group for assistance at 1-866-431-8484, or email [HRsolutions@LuxotticaRetail.com](mailto:HRsolutions@LuxotticaRetail.com).

If an associate knows he/she cannot make it in to work or will be late, the associate must call his/her manager, or the manager on duty, as soon as possible, but at least one hour prior to his/her scheduled start time. The call must come from the associate, unless

emergency circumstances prevent the associate from doing so. Text messaging is not an acceptable form of communication to the manager, nor is a call to anyone but the associate's manager or the manager on duty. Failure to notify management in accordance with this policy may be considered an unscheduled absence or tardiness, and may result in corrective action. Absences or tardiness that results in a late store opening may result in corrective action.

Paid Time Off (PTO) may be deducted for tardiness at the discretion of the associate's manager. Only scheduled and pre-approved PTO hours/days and absences that qualify as a Leave of Absence (LOA) will be regarded as excused.

Absence from work for two consecutively scheduled workdays without notification and/or leaving the work site prior to the end of the scheduled workday without manager approval is "job abandonment" and will be considered a voluntary resignation. In both instances, the associate will be ineligible for rehire.

### ATTENDANCE AND PAY DURING EMERGENCY CLOSINGS

If an associate's workplace cannot open for business and/or is unable to provide work to the associate because of an emergency that causes a temporary store, kiosk or facility closing, associates will receive full pay for the hours they were scheduled to work, at the associate's regular hourly rate, if one of the following conditions is met:

1. The associate reported to work at their scheduled starting time.
2. The Company was unable to provide the associate with at least 12 hours advance notice of the store/facility's closing. Notice of 12 hours or more constitutes a "schedule change" and no pay is due, even if the associate reported to work.

If an associate's workplace closes during the day, any associate working at the time of closure will be paid for scheduled hours. If the workplace is open for business, but the associate is unable to report to work because of a natural emergency (a natural emergency is defined as an Act of God, out of control of the associate or the Company), the associate can elect to do one of the following:

1. Deduct the time missed from PTO, if available.
2. Take the time as an unpaid excused absence, as long as the associate followed proper

notice and call-in procedures. Failure to call in may result in an unexcused absence.

The Company will comply with all applicable state and local laws pertaining to emergency closings and, to the extent this policy conflicts with any state or local law, such law will supercede this policy.

### MEAL PERIODS AND REST BREAKS

All associates are expected to take scheduled meal periods and rest breaks.

Scheduling of meal periods and rest breaks is somewhat flexible; however, meal periods cannot be combined with other paid breaks. Additionally, meal periods and rest breaks should be scheduled no sooner than one hour after the start and no later than one hour before the end of a scheduled shift, and should not be scheduled back-to-back. Associates must remember to notify their manager and/or another authorized associate before leaving the workplace for meal periods and rest breaks. Associates working in a location with single coverage staffing may be permitted to take their meal periods and rest breaks as paid, on-duty breaks in the store.

Meal period and rest break policies vary under state laws and by brand. The following guidelines apply to the associate's work location, unless a state law governing the associate's work location is more generous. For information and guidance regarding state specific meal period and rest break requirements, contact your manager or the HR Solutions Group at 1-866-433-8484 or [HRsolutions@LuxotticaRetail.com](mailto:HRsolutions@LuxotticaRetail.com). For California meal period and rest break requirements, please see the California Addendum found in this Guide.

#### Meal Periods

Associates who work six or more hours will receive one 30-minute, unpaid meal period (unless state law mandates a more generous meal period). Associates must clock out at the beginning of their meal period, and clock in when they return. Meal periods should be taken away from customer service areas (i.e., in a store break room or off premises), although exceptions may apply for single coverage locations.

#### Rest Breaks

Unless state law mandates more generous rest breaks, the following rest break guidelines apply:

- Associates who work fewer than four hours are not entitled to a rest break.

- Associates who work four or more hours, but fewer than eight hours, should take one 15-minute paid rest break.
- Associates who work eight hours, but fewer than 10 hours, should take two 15-minute paid rest breaks.
- Associates who work 10 or more hours should take three 15-minute paid rest breaks.

## TRANSFERS

To be eligible for a voluntary transfer (i.e., associate initiates transfer request) between work locations or departments, associates must meet all of the following criteria:

- Have been in his/her position for a minimum of 12 months.
- Meet the minimum requirements of the position as indicated on the job description.
- Have a satisfactory employment record as indicated by the most recent performance review.
- Have no corrective action on file for the preceding 12 months of employment.
- Business needs dictate need for transfer.

Exceptions may be made on a case by case basis based on operational needs. The Company reserves the right to involuntarily transfer associates based on operational needs.

## PERFORMANCE MANAGEMENT

Ongoing performance feedback is an important element in assisting associates to improve their performance, develop their careers and achieve success with the Company. Managers should regularly provide direction to associates in order to help them meet the performance and behavior expectations of the Company. This may involve positive and constructive feedback, as well as discussions that provide the associate with specific actions the associate is expected to take, in order to improve performance or correct unacceptable behavior.

As part of ongoing performance management, managers may, at times, utilize the Company's Corrective Action Process. The Corrective Action Process is designed to accomplish three objectives:

1. Hold associates accountable for unacceptable behavior/performance;

2. Change unacceptable behavior/performance; and
3. Provide documentation on behavior/performance issues for future reference.

There are several tools that a manager may use to address unacceptable behavior or performance. These tools are intended to be flexible and used by management as deemed appropriate to the circumstances. They are not intended to be a rigid set of steps that must be followed in every situation or in any particular order. It is up to management to determine how and when these tools will be used. They include:

- Informal coaching.
- Corrective action discussion, documented in the associate's file.
- Performance Improvement and/or Action Plans, which provide detailed guidance on areas in which an associate must improve performance or behavior.
- Corrective Action Record (CAR). The CAR is a more formal discussion with a written document that outlines the unacceptable performance and/or behavioral issues and the expectations of the associate going forward.
- Termination.

The Company may use whatever corrective action method it believes will effectively address the particular performance and/or behavior issue or policy violation. Some behaviors, actions or violations may warrant immediate termination of employment without any prior corrective action. The following are examples of the types of conduct ("Principles of Conduct") that may warrant immediate termination, though the list is not all-inclusive:

- Violation of the Code of Ethics or any violation of Company policy or procedure.
- Sexual or other harassment or discrimination of co-workers, customers or others in violation of Company policy.
- Acts of retaliation in violation of the law or Company policies.
- Off-duty conduct that is illegal or discredits the Company, except as prohibited by law.
- Fighting, actual or attempted bodily injury, menacing or threatening language or actions, profanity, or patently offensive, immoral or indecent conduct.

- Insubordination, including defiance of a superior, or intentional failure to perform assigned work or follow work rules.
- Falsification or unauthorized alteration of Company records or documents.
- Dishonesty.
- Failure to properly record working time.
- Abuse of meal periods or rest breaks.
- Working unauthorized overtime.
- Allowing non-associates unauthorized entry into secured areas of a store or kiosk.
- Abuse, misuse, or destruction of Company or customer property.
- Theft, unauthorized removal, or unauthorized use of Company, co-worker or customer property.
- Divulging confidential Company, associate, or customer information.
- Possession, storage, and use of firearms, ammunition, and other dangerous items that may be considered a weapon on Company property (unless a state law exception applies).
- Possession, using, or being under the influence of any illegal substance or alcohol while on Company property (limited consumption of alcohol at designated Company sponsored events excluded).
- Recording (by audio or video) of the workplace, including but not limited to proprietary information\*\*\*, associates, or customers, unless authorized by the Company's Chief Information Officer.

\*\*\* In this guide Proprietary Information does not include information lawfully acquired by a non-management employee of the Company about wages, hours or other terms and conditions of employment when used for purposes protected by §7 of the National Labor Relations Act such as joining or forming a union, engaging in collective bargaining, or engaging in other concerted activity for mutual aid or protection of laborers. Moreover, nothing herein will be construed to prohibit a disclosure that is required by law or to prohibit an associate from making a report to a duly authorized law enforcement agency that is protected by law; provided, however, that to the extent permitted by law the associate will give Luxottica as much advance notice as is possible before such a disclosure (presumably five business days or more) so that Luxottica may take legally permitted steps to protect the Proprietary Information.

- Solicitation during working times or, where appropriate, in sales areas, or distribution of literature in sales or working areas, in violation of Company policy.
- Sleeping on the job.
- Unauthorized application of sales discounts.
- Failure to cooperate with an investigation, except where a Company investigator informs you that your cooperation is voluntary.
- Clocking in/out for another associate or signing another associate's time card/documents.
- Failure to observe safety or security rules.
- Continued poor performance.
- Any other conduct deemed unacceptable by the Company.

Managers and supervisors may be disciplined for any conduct deemed inappropriate or unacceptable by the Company.

This policy will not be construed or applied in a manner that improperly interferes with associates' rights under the National Labor Relations Act.

## TERMINATION OF EMPLOYMENT

Termination of employment may be either voluntary or involuntary:

- **Voluntary Termination:** an associate may terminate employment by resigning, by retiring, or through job abandonment.  
  
Job Abandonment occurs when an associate does not appear for work for two consecutively scheduled workdays without notification or leaves the work site prior to the end of the scheduled workday without manager approval. In both instances, the associate will be ineligible for rehire.
- **Involuntary Termination:** the Company may terminate an associate's employment for unsatisfactory performance, violations of Company policy, lack of work, job eliminations, or any other lawful reason it deems appropriate.

Severance pay and benefits may be available to associates whose employment is terminated as a result of certain job eliminations or layoffs.



### Eligibility for Rehire

Associates who terminate employment voluntarily or involuntarily may be ineligible for rehire based on the reason(s) for termination.

Questions about rehire eligibility may be directed to the HR Solutions Group at 1-866-431-8484 or [HRsolutions@LuxotticaRetail.com](mailto:HRsolutions@LuxotticaRetail.com).

### RESIGNATION

If an associate resigns, he/she is expected to give the Company two weeks' advance written notice. Failure to provide two weeks' advance notice of resignation may result in ineligibility for rehire in the future.

### RETURN OF PROPERTY, FINAL PAY, AND POST-EMPLOYMENT BENEFITS

On or before the associate's last day of work, all Company owned property in the associate's possession must be returned to the Company. This includes, but is not limited to: associate ID cards, keys, laptop computers, cell phones and mobile devices, and any other Company property.

Associates should consult their manager regarding final pay arrangements and the termination of the associate's benefits. The Company will send all applicable paperwork to the associate's last current address on file, approximately two to three weeks after his/her last day of work. Final pay will be paid on the next scheduled payday following termination, except where otherwise required by law. Paid Time Off (PTO) will be paid out to terminated associates in their final paycheck or in a separate paycheck following their final paycheck, depending on the state where the associate works.

### PERSONNEL FILES

Personnel files are the property of the Company and are maintained confidentially, with access permitted only to those with a business need. Current and former associates who wish to review their personnel file will be granted access where required and in accordance with applicable law. To request access to your personnel file, please submit a written request to the HR Solutions Group at [HRsolutions@LuxotticaRetail.com](mailto:HRsolutions@LuxotticaRetail.com).

### EMPLOYMENT VERIFICATION AND REFERENCES

The Company utilizes a third party automated service that provides current and former associates with the ability to provide proof of their employment (position held and dates of employment) or income.

Associates may visit [www.TheWorkNumber.com](http://www.TheWorkNumber.com) to obtain proof of employment or income.

Any manager who receives a request for a reference, including online requests via LinkedIn or any other social or professional networking website, should direct the individual to [www.theworknumber.com](http://www.theworknumber.com) or 1-800-367-5690, Lux Code #11567. Under no circumstances will positive or negative comments be made about an associate's past performance or reason for leaving.

Managers and supervisors must refer any further requests by prospective employers, recruiters, credit bureaus, etc., to the HR Solutions Group by calling 1-866-431-8484 or emailing [HRsolutions@LuxotticaRetail.com](mailto:HRsolutions@LuxotticaRetail.com).

## Work Environment

### SAFETY, HEALTH AND ENVIRONMENTAL

The Company is committed to providing a safe, healthy and environmentally responsible workplace. To help the Company accomplish that goal, all associates are required to learn and adhere to established health and safety policies, procedures and guidelines. Potential workplace hazards must be reported to management immediately, and work-related incidents, injuries and illnesses must be reported promptly and accurately.

### OCCUPATIONAL INCIDENTS, INJURIES, AND ILLNESSES

The Company takes work-related incidents, injuries and illnesses seriously. Regardless of the severity, all work-related incidents, injuries and illnesses must be reported to the manager for both the associate's protection and for the purpose of complying with applicable law. Associates must obtain from their manager and complete an Occupational Incident/Injury/Illness form immediately following any work-related incident, and it is imperative to report any such incident, injury, or illness immediately, and no later than 24 hours, of its occurrence. Associates who fail to report, or who do not promptly report work-related incidents, injuries, or illnesses, may be subject to corrective action.

If an associate misses work due to an occupational incident, injury or illness, the associate must provide a written statement from an approved workers' compensation health care provider prior to returning to work.

## LEAVES OF ABSENCE

A leave of absence is defined as an unpaid approved absence from work for the reasons specified in the policies below. See each of those policies for a more complete definition of each type of leave of absence and the eligibility for each leave.

Certain states and local jurisdictions may provide additional types of leave that are not included in this Guide. The Company complies with all applicable leave laws. PTO, as defined in this Guide, may not be used immediately prior to or after a leave of absence to extend an associate's leave.

**Associates who do not return to work upon their scheduled return, or who have not received an approved extension of leave, will be considered to have voluntarily resigned from their employment.**

Associates with questions about leave, and use of PTO while on leave, should contact Leave Administration at 1-866-431-8484.

### FAMILY MEDICAL LEAVE ACT (FMLA)

To be eligible for FMLA leave, associates must have worked for the Company for at least 12 months and have worked at least 1,250 hours in the 12 months prior to taking FMLA leave.

Previous periods of employment with the Company within the seven years prior to taking FMLA leave can be counted to meet the 12-month service requirement.

### FMLA Covered Events

The FMLA provides up to 12 weeks of unpaid, job protected leave during a single 12-month period to eligible associates for the following reasons:

- for the birth and care of a newborn child of the associate;
- for placement with the associate of a son or daughter for adoption or foster care;
- to care for a spouse, domestic partner, son, daughter, or parent with a serious health condition;
- to take medical leave when the associate is unable to work because of a serious health condition; or
- for qualifying exigencies arising out of the fact that the associate's spouse, son, daughter or parent is a service member on federal active

duty, or has been called to federal active duty status, and has been deployed to a foreign country (applies to National Guard, Reserves, and Regular Armed Forces).

Exigencies that qualify for leave include:

- Military events and related activities
- Childcare and school activities
- Financial and legal arrangements
- Counseling
- Post-deployment activities
- Additional activities related to the active duty or call to active duty when agreed to by the Company
- Deployment with a short notice
- Rest and recuperation

The FMLA also provides up to 26 weeks of unpaid, job protected leave during a single 12-month period to eligible associates to care for a covered service member or veteran who is the associate's spouse, son, daughter, parent or next of kin with a serious illness or injury incurred in the line of duty as a member of the Armed Forces (including National Guard and Reserves) and the service member or veteran:

- is undergoing medical treatment, recuperation, or therapy;
- is an outpatient at a military medical treatment facility;
- is assigned to a unit established for the purpose of providing command and control of members of the Armed Forces' receiving medical care as outpatients; or
- is on the temporary disability retired list.

### Definition of Serious Health Condition

A "serious health condition" is an illness, injury, impairment or physical or mental condition that involves either:

- An overnight stay in a medical care facility;
- Continuing treatment by a health care provider for a condition that either prevents an associate from performing the functions of their job or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by:

- A period of incapacity of more than three consecutive calendar days combined with either:



- Two visits to a health care provider within 30 days of incapacity; or
- One visit to a health care provider that results in a regimen of continuing treatment;
- Incapacity due to pregnancy or for prenatal care;
- Incapacity due to a chronic condition;
- Incapacity due to a permanent or long-term condition; or
- Absences to receive multiple treatments for restorative surgery or a condition that would likely result in a period of incapacity in the absence of medical treatment.

### Definition of 12-Month Period

In order to calculate the amount of FMLA leave to which an associate may be entitled during a 12-month period, the Company will review the amount of FMLA leave, if any, taken by the associate in the 12 months immediately preceding the first date of the FMLA leave.

### Requesting FMLA Leave

Associates must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the associate must provide notice as soon as practicable and must comply with normal call-in procedures. Associates must also inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified.

Associates who request FMLA leave are required to provide the appropriate Department of Labor Certification form(s) that correlates with the type of leave requested. Forms may be obtained by contacting Leave Administration at 1-866-431-8484. Failure to provide the proper FMLA Certification Form in a timely manner, not more than 15 days from a Company request for certification, may result in the delay or denial of leave and/or benefits, denial of reinstatement or termination of employment for unauthorized absence.

The Company reserves the right to request periodic recertification and/or a second or third medical opinion to determine the necessity of the leave, as permitted by law.

### Employer Responsibilities

Leave Administration will inform associates requesting leave whether they are eligible for leave

under the FMLA. If the associate is eligible, the notice will specify any additional information required as well as the associate's rights and responsibilities. If the associate is not eligible, Leave Administration will provide a reason for the ineligibility.

If leave will be designated as FMLA-protected, the associate will be informed of the designation and the amount of leave that will be counted against the associate's leave entitlement. If it is determined that the leave is not FMLA-protected, the associate will be notified.

### Scheduling FMLA Leave

Associates must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Company's operations. An associate is not required to take FMLA leave in one block. Leave may be taken intermittently or on a reduced schedule when medically necessary and properly documented. The Company reserves the right to temporarily transfer associates on intermittent or reduced schedule leave to positions that permit them to take such leave with limited disruptions to operations.

If an associate on intermittent or reduced schedule leave is unable to work mandatory overtime because of the leave, the missed mandatory overtime hours may be counted against the associate's FMLA leave entitlement. Missed voluntary overtime hours will not be counted against the associate's leave entitlement.

### Pay and Benefits During FMLA Leave

FMLA leave is an unpaid leave. However, associates may be eligible to receive benefits through State-sponsored or Company-sponsored wage-replacement benefit programs. Associates may also choose to use their accrued, unused PTO while taking FMLA leave. In order to use PTO while on FMLA leave, associates must comply with Company PTO policies. PTO used during an FMLA leave runs concurrently with the FMLA leave. Associates with questions about use of PTO while on FMLA leave should contact Leave Administration at 1-866-431-8484.

During FMLA leave, an associate's health coverage under any group health plan will be maintained under the same terms as if the associate had continued to work. Associates must pay their share of insurance premiums while on FMLA leave and will be notified of how and when to make those payments. If an associate is eligible for and receiving short term disability pay from the Company's disability insurance

carrier, the associate's insurance premiums will be deducted from this pay. If an associate is not eligible for or not receiving short term disability pay, he/she will receive an invoice for their portion of the insurance premiums. This invoice must be paid in order for benefits to continue. If the associate does not receive an invoice, adjustment premiums will be deducted from future paychecks once he/she returns to active status. If the Company terminates the associate's health coverage due to the associate's failure to make premium payments, the Company will provide written notice to the associate 15 days in advance of the coverage termination date.

Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an associate's leave.

### Return From FMLA Leave

Prior to returning to work, associates on FMLA leave must provide a release to return to work from their health care provider supporting the associate's ability to return to work, including the ability to perform their essential job functions with or without a reasonable accommodation.

Under most circumstances, associates who return to work following FMLA leave will be reinstated to the same position held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, associates have no greater right to reinstatement than if they had been continuously employed (rather than on leave). For example, if an associate would have been laid off had he/she not gone on leave, or if his/her position has been eliminated during the leave, then he/she will not be entitled to reinstatement. Further, certain "key" associates of the Company might not be reinstated to their former position. "Key" associates will be notified of their status in writing when they apply for FMLA leave.

Associates who do not return to work upon their scheduled return from FMLA, or who have not received an approved extension of leave, will be considered to have voluntarily resigned from their employment.

### MILITARY LEAVE

The Company recognizes that some of its associates may choose, or be asked, to serve their country by joining the uniformed services. These associates deserve appreciation and respect from their co-

workers and management when they depart for service and when they resume their civilian careers.

Associates who are absent from work due to service in the uniformed services will be granted military leaves of absence as, and to the extent required by the Uniformed Services Employment and Reemployment Rights Act ("USERRA") and any other applicable state law. To obtain such military leave, associates must notify the Company of their need for leave verbally or in writing unless military necessity prevents the giving of notice, or the giving of notice is otherwise impossible or unreasonable.

Unless otherwise required by law, an associate's benefits will be continued for a maximum of 30 days from the associate's first day of leave. Thereafter, associates shall be offered the opportunity to elect to continue their benefit coverage up to 24 months at their own expense pursuant to COBRA.

### Paid Leave Up To 15 Days

In addition, all hourly and salaried full-time and regular part-time associates who are absent from work due to service in the military are also eligible for up to 15 calendar days of paid military leave each calendar year. Full-time associates shall receive eight hours of pay for each day and part-time associates shall receive four hours of pay for each day. Any military leave of absence beyond these 15 calendar days will be unpaid, unless otherwise required by law.

To be placed on paid military leave, an associate must provide his/her manager with a written request along with the official military orders with the beginning and end date of active duty. An associate's health benefits will remain the same during the leave of absence and his/her portion of benefit costs will continue to be deducted from the associate's paychecks.

Upon return from approved paid military leave, associates must present a copy of their military release papers. Any pay received by the associate from the government for military service associated with the first 15 days of military leave shall be reimbursed to the Company unless prohibited by state law.

### COMPANY MEDICAL LEAVE

If an associate is not eligible for medical leave for his/her own medical condition under the FMLA or state law, the associate may, at the Company's discretion, be permitted to take an unpaid Company medical leave of absence. Associates become eligible

for Company medical leave after 90 consecutive calendar days of employment. For more information, contact Leave Administration at 1-866-431-8484.

### PERSONAL LEAVE

Personal leave may be granted at the discretion of the Company to associates who have completed six consecutive months of service. Personal leaves are unpaid; however, the associate must use any available PTO concurrently with their approved personal leave. A personal leave may be granted:

- For emergencies or extreme personal hardships provided the absence does not conflict with departmental/store workload; or
- When an associate needs to relocate to another store with the Company.

Personal leave of absence requests must be made in writing and approved by an associate's manager, HR Business Partner, and Regional Manager/ Department Leader (or higher level manager) prior to the effective date of the leave. A personal leave of absence will not be granted to attend school or to extend another type of leave of absence.

Generally, an unpaid personal leave of absence may be granted for a period of up to 30 days. Extensions will be approved only in exceptional circumstances in increments of 15 days, up to a maximum of 90 days. PTO may not be used to extend a personal leave beyond 90 days. The Company reserves the right to cancel a personal leave of absence before an associate's expected return date.

If an associate fails to obtain an approved extension of a personal leave of absence before the approved leave period has lapsed, the Company will assume that the associate has voluntarily terminated his/her employment if the associate does not return to work within two days following the end of an approved leave.

### BEREAVEMENT LEAVE

Full-time and part-time associates are entitled to paid bereavement leave for the death of an immediate or non-immediate family member as defined below. Full-time associates receive eight hours of pay for each day off. Part-time associates receive four hours of pay for each day off. The Company reserves the right to require documentation of the need for bereavement leave.

An associate will receive up to three consecutive days of time off with pay for the death of an immediate family member, which includes the associate's spouse or domestic partner, children, parents, grandparents, grandchildren and the associate's siblings. The term immediate family member applies to the associate's relationships, whether they are established by blood or marriage (e.g., in-law, step relationships).

An associate will also receive up to one day of paid time off for the death of a non-immediate family member, which includes the associate's aunt, uncle, cousin, niece or nephew. The term non-immediate family member applies to the associate's relationships, whether they are established by blood or marriage (e.g., in-law, step relationships), and includes second or third relatives and "great" relatives.

If a close relationship exists other than those listed, an associate may request PTO in order to attend a funeral, memorial service, wake, etc. Approval of such requests is within the discretion of the Company.

The Company will comply with all applicable bereavement leave laws of the states in which its stores and associates are located.

### JURY DUTY LEAVE

Full-time and part-time associates may be eligible for paid jury duty leave. When an associate receives a court-ordered summons, he/she must notify his/her manager immediately and give him/her a copy of the jury duty summons. This will help the manager make the proper work and pay arrangements for an affected associate.

Full-time associates receive eight hours of pay for each day off and part-time associates receive four hours of pay for each day off, up to a maximum of two weeks. If a full day of jury duty is not served, the associate must report back to work. When an associate receives a government check as reimbursement for jury duty, the check must be endorsed over to the Company and forwarded immediately to the Payroll Department, unless prohibited by local law.

The Company will comply with all applicable jury duty leave laws.

### TIME OFF TO TESTIFY AS A WITNESS

Full-time and part-time associates may be granted unpaid time off as needed to testify as a witness proceedings related to crimes committed against the

associate. Associates must notify their manager as soon as possible of the need for time off to attend a court proceeding. If an associate needs additional time off as a result of a crime committed against him/her, the associate should contact his/her manager. They can also contact the HR Solutions Group by calling 1-866-431-8484 or emailing [HRsolutions@LuxotticaRetail.com](mailto:HRsolutions@LuxotticaRetail.com). The Company will comply with all applicable laws regarding time off to testify as a witness.

### TIME OFF TO VOTE

Associates generally should attempt to coordinate voting time either before or after their regular work schedule. If an associate is unable to vote in an election during his/her non-working hours through reasonable diligence, the Company may grant up to two hours of unpaid time off to vote or additional time if required by law. Associates must request time off to vote from their manager at least two working days prior to the day of the election. Associates must demonstrate why they cannot vote during non-working hours. If time off is granted, the Company shall determine in its sole discretion the hour(s) designated as time off to vote. The Company will comply with all applicable voting leave laws.

### CALIFORNIA LEAVES OF ABSENCE

California associates should refer to the addendum in the back of their Associate Guide for additional leaves that apply only to associates in California.

### ADDITIONAL LEAVES OF ABSENCE NOT LISTED IN THIS GUIDE

As state laws or Company policies are enacted or amended, additional types of leaves may be available to an associate. Please check with Leave Administration at 1-866-431-8484 for any additional leave type(s) that may be available for your particular need for leave.

## Associate Benefits

This section provides an overview of the Company's comprehensive and competitive benefit offerings. For details on benefit options and eligibility requirements, refer to specific benefit materials and the current Summary Plan Descriptions (SPD) provided during the hiring process or during Annual Enrollment for health and wellness benefits. Current SPDs can also be accessed any time through the Benefits Enrollment website, or by contacting the Luxottica Human Resource Service Center at 1-866-431-8484. If there is

any conflict between the statements in this Associate Guide and an SPD, the SPD shall govern in all cases.

The Company reserves the right to modify or terminate any benefit plan or policy at any time in its sole discretion.

### PAID-TIME OFF (PTO)

Rather than separate vacation time, personal time and sick time, the Company combines each of these benefits into a single category called Paid Time Off (PTO). PTO gives associates more flexibility to use paid days off from work as the associate chooses. PTO is available to all full-time US associates.

### PTO Accrual and Use

PTO is accrued each pay period based on hours paid and is calculated according to an associate's PTO service date (the most recent start date of full-time employment). Associates begin to accrue and use PTO on the first day of full-time employment and continue to accrue PTO every week that they are active and working. Hourly associates do not accrue PTO while on a Leave of Absence (LOA). PTO Accrual Schedules are as follows:

#### US Retail Stores Accrual Schedule:

Length of Service	Accrual Rate	Annual Maximum
0 to 1 year	0.0192 hours per hour paid	40 hours
1 year to 5 years	0.0576 hours per hour paid	120 hours
5 years to 10 years	0.0769 hours per hour paid	160 hours
10 years or more	0.0962 hours per hour paid	200 hours

#### Cincinnati Service Center and Field Management Accrual Schedule:

Length of Service	Accrual Rate	Annual Maximum
0 to 5 years	0.0576 hours per hour paid	120 hours
5 years to 10 years	0.0769 hours per hour paid	160 hours
10 years or more	0.0962 hours per hour paid	200 hours



Hourly associates' PTO balance is shown on each pay stub. Associates must request approval to use PTO from their immediate supervisor as far in advance as possible. PTO will be approved in consideration of business operations. Failure to notify management when missing work constitutes an unexcused absence and may result in corrective action even if an associate has PTO available and whether or not PTO is used to cover the absence.

PTO taken is entered by the associate's manager in the payroll system during each pay cycle. As with hours worked, it is the associate's responsibility to ensure PTO taken is accurately reported. Salaried associates should maintain an up-to-date record of their PTO.

### Borrowed PTO

Unless an associate is on a LOA, he or she may be permitted to borrow PTO before it has been accrued, creating a negative PTO balance. Effective January 1, 2015, the maximum PTO balance an associate may borrow is 40 hours. Associates whose PTO balance exceeds the maximum negative balance allowed will not be eligible to take PTO until they return to below the maximum threshold. If an associate terminates Luxottica with a borrowed PTO balance, Luxottica will withhold the borrowed PTO from the associate's final paycheck, where permitted by law.

### PTO Carryover and Payout

Although associates are encouraged to take time off throughout the year, associates may elect to carry over up to 40 hours of PTO into the next year. Any hours over 40 will be forfeited.

Note: Some associates are eligible for unlimited carryover, subject to a maximum balance limit. This applies to all full-time associates working in California and full-time associates working in Illinois who were hired prior to January 1, 2015. If an associate reaches the set maximum balance limit, they will stop accruing PTO until they take time off. Unused PTO hours will automatically carryover to their new year provided it does not cause the balance to exceed the maximum limit. For additional information on maximum balance limits, please refer to the full PTO policy that is available on Luxottica's intranet, or your brand-specific online communications channel.

Accrued and unused PTO hours will be paid out to an associate upon either termination or a change from full-time status to part-time or casual part-time status.

### Additional PTO Benefits

State or local laws may provide additional PTO benefits, including paid sick and safe time leave. For questions and more specific details regarding these and other PTO benefits, please refer to the full PTO policy on Luxottica's intranet, or your brand-specific online communications channel. You can also contact the HR Solutions Group at 1-866-431-8484 or [HRsolutions@LuxotticaRetail.com](mailto:HRsolutions@LuxotticaRetail.com).

### HOLIDAYS

Once benefit eligible, full-time and part-time associates are entitled to paid holidays and Diversity Days. Holiday and Diversity Day entitlements vary based on an associate's brand/location and years of service. Please refer to your brand/location's Annual Holiday Schedule for details. Casual part-time and Seasonal associates are not eligible for holiday pay.

Holidays are paid at the regular hourly wage or salary rate, unless otherwise required by state and/or local laws. Full-time associates receive a day off work with eight hours pay. Part-time associates receive a day off work with four hours pay.

To receive holiday pay, associates must work their scheduled day before and after the scheduled holiday. For an absence due to illness on one or both of these scheduled days, a doctor's note must be provided to maintain eligibility for holiday pay.

At locations that are closed on a holiday, associates will be given the day off with full pay.

Associates who work on a holiday can take their paid holiday anytime from 30 days prior to, or 30 days after the actual holiday with supervisor approval.

Unless otherwise prohibited by state law, associates may not sell back holiday hours, and will not be paid out any unused holiday hours if the associate terminates his or her employment with the Company.

### HEALTH & WELLNESS BENEFITS

Medical, Dental & Insurance Benefits

#### Full-Time Associates

The Company is committed to providing eligible full-time associates and their eligible dependents with comprehensive and quality benefits programs that best meet their needs. The Company's goal is to keep the associate share of medical premiums as low as possible, while maintaining quality benefits. In fact, it is our priority to ensure



that Luxottica's benefits are competitive with the companies with whom we compete for talent.

To receive coverage, eligible associates must complete enrollment before the date specified on the associate's benefits website home page at [www.LuxotticaBenefits.com](http://www.LuxotticaBenefits.com). Look for the Enroll Now module and complete enrollment by the date specified.

Associates who need to enroll in or change benefits selections due to a Qualified Status Change Event (birth, adoption, marriage, etc.) must complete enrollment with 31 days of the date of the Qualified Status Change Event.

Failure to complete or provide all required enrollment information in a timely manner may delay or impair the associate's eligibility for benefits.

For full-time Benefit details refer to the Benefits Summary Plan Description, which can be found online under the My Enrollment Resources module on our benefits website at [www.LuxotticaBenefits.com](http://www.LuxotticaBenefits.com), or contact the Luxottica Human Resource Service Center at 1-866-431-8484.

### Part-Time and Casual Part-Time Associates

The Company is committed to providing eligible part-time and casual part-time associates and their eligible dependents with comprehensive and quality benefits programs that best meet their needs.

To be eligible for timely coverage, enrollment must be completed within 30 days of being hired as a part-time or casual part-time associate, moving from full-time to part-time or casual part-time, or experiencing a Qualified Status Change Event.

Failure to complete or provide all required enrollment information in a timely manner may delay or impair the associate's eligibility for benefits.

For part-time and casual part-time benefit details refer to the Benefits Summary Plan Description, which can be found online under the My Enrollment Resources module on our benefits website at [www.LuxotticaBenefits.com](http://www.LuxotticaBenefits.com) or contact the Luxottica Human Resource Service Center at 1-866-431-8484.

### SHORT TERM DISABILITY

Short Term Disability (STD) benefits provide an eligible full-time associate the ability to receive a portion of his/her pay if the associate needs time away from work for his/her own certified medical condition. The Company provides STD benefits

at no cost to associates. Associates in New York, New Jersey, Hawaii, Rhode Island and California must apply for state disability benefits through the state, in addition to applying for short term disability benefits offered through the Company.

Associates should contact our disability carrier to apply for STD benefits. The number can be found in the associate's leave of absence packet, on Luxottica's intranet, or your brand-specific online communications channel, or by emailing [BenefitsDept@luxotticaretail.com](mailto:BenefitsDept@luxotticaretail.com). A representative from our disability carrier will work with the associate to determine if he/she is eligible for STD benefits. An associate's health care provider will be required to submit separate medical documentation.

Associates are not eligible to concurrently receive STD benefits and workers' compensation benefits. For further details on the Short Term Disability Plan, associates should refer to the Summary Plan Description, which can be found online under the My Enrollment Resources module on our benefits website at [www.LuxotticaBenefits.com](http://www.LuxotticaBenefits.com).

### EMPLOYEE ASSISTANCE PROGRAM (EAP)

The Company offers access\* to an Employee Assistance Program (EAP) as part of our commitment to provide comprehensive, quality benefits. This benefit is provided at no cost to associates.

EAP is a confidential, support and referral service with resources to help you maximize productivity while balancing life's realities and challenges, such as: child care and parenting, aging parents, financial and legal concerns, work, career, emotional well-being, addiction and recovery and more.

To access the EAP:

U.S. full-time associates: Anthem EAP, 1-800-865-1044 or [www.AnthemEAP.com](http://www.AnthemEAP.com)

U.S. part-time associates (only if you elect the SRC Medical Plan): SRC, 1-888-772-9682 or [www.src-web.com](http://www.src-web.com)

\*Part-time associate access requires paid participation in the SRC medical plan.

### RETIREMENT

#### Tax Incentive Savings Plan – 401(k)

All associates are eligible to participate in the 401(k) plan as soon as administratively practicable

(generally after the receipt of his/her first paycheck). An associate who has reached the age of 21 and has worked at least 1,000 hours (both full and part-time) in their first year of employment or subsequent calendar year for the Company may be eligible for matching contributions. For details, refer to the Luxottica Group Tax Incentive Savings Summary Plan Description, which can be found online under the My Enrollment Resources module on our benefits website at [www.LuxotticaBenefits.com](http://www.LuxotticaBenefits.com).

### Pension Plan

Associates hired or rehired prior to January 1, 2014 and who have worked one year with at least 1,000 hours and are 21 years old or older are eligible for the Luxottica Group Pension Plan (certain vesting requirements apply before an associate can receive benefits). This plan provides benefits to an associate when he/she retires. The benefits an associate receives are based on length of service. Enrollment in the plan is automatic once you meet the eligibility criteria. For details, refer to the Luxottica Group Pension Summary Plan Description, which can be found online under the My Enrollment Resources module on our benefits website at [www.LuxotticaBenefits.com](http://www.LuxotticaBenefits.com).

### ADDITIONAL BENEFITS AND EXTRA PERKS

Full-time and part-time associates are eligible to receive voluntary benefits and extra perks as thanks for their hard work and commitment to the Company. These additional benefits and perks expire immediately upon an associate's last day of employment with the Company.

### Annual and Milestone Eyewear Certificates

Each year on their Luxottica service anniversary, associates receive an eyewear certificate which entitles them to a free pair of eyewear from a Luxottica store. Eyewear certificates are valid for one year from the associate's service anniversary date. In addition, at each five-year milestone service anniversary (5, 10, 15, 20, 25, etc. years), associates receive a second eyewear certificate.

If an associate does not receive his/her certificate(s) by the 15th of their anniversary month, he/she should notify his/her Regional Manager/Department Leader, who should notify [CompEyewear@aonhewitt.com](mailto:CompEyewear@aonhewitt.com) to request a replacement certificate.

Only an associate or the associate's eligible dependent, as defined by the Luxottica Group

Benefit Plan, may redeem an annual eyewear certificate. If redeemed by an associate's dependent, the associate must accompany the dependent at the time of redemption. Milestone eyewear certificates may be redeemed by the associate or any individual of his/her choice.

Proper identification is required when redeeming certificates. Certificates cannot be sold. Eyewear redeemed with the eyewear certificate is not for resale under any circumstances. Refer to the eyewear certificate and related documents for additional usage information, including redemption restrictions.

### Eyewear Discount

The Luxottica Associate Eyewear Discount entitles associates to receive the Company's best discounts at Luxottica stores when purchasing prescription or non-prescription eyewear, sun wear, and other items.

Use of the associate eyewear discount is subject to the following restrictions:

- The discount may be used to purchase eyewear for yourself, immediate family members, or gifts for which you receive no reimbursement. For purposes of this benefit, "immediate family" means family members who are allowed as a federal tax exemption by the associate.
- Reimbursement in any form cannot be accepted for purchases made with your discount.
- Items purchased using the discount may not be resold for profit.
- Associates may not process their own transaction or the transactions of an immediate family member.

Associates who violate the discount policy may be subject to corrective action.

### Online Discount Marketplace

The online discount marketplace features easy access to significant savings with top national brands. It features over 500 top vendors of goods & services in apparel, automotive, beauty and more!

Go online to the My Discounts module on [www.LuxotticaBenefits.com](http://www.LuxotticaBenefits.com) for information about associate discounts at Luxottica stores and other merchants and service providers nationwide.

## CRISIS ASSISTANCE PROGRAMS

As we work together every day, co-workers can become close friends. While we are a large organization, we are fortunate to have a culture of caring associates who often become part of our extended family. Over and over our associates demonstrate generosity and compassion in how we treat each other every day and how we support each other in life's most joyful and most difficult moments. The Company created the Guardian Angel and Give A Day Programs, so associates can help co-workers by donating money or paid time off when they experience a crisis.

### Give a Day Program

This program is designed to allow full-time associates to help a co-worker with the gift of paid time off. Full-time associates can donate up to two days (16 hours) of their own unused Paid Time Off (PTO) to another full-time associate who needs time away from work.

To donate PTO to Give A Day, ask your manager for a Donor form. Complete the form and give it to your manager who will then complete a Give A Day Approval form and fax it to Payroll at 513-492-4418. If approved, the PTO time will be donated to the co-worker. For additional information or questions contact the HR Solutions Group at 1-866-431-8484 or [HRsolutions@LuxotticaRetail.com](mailto:HRsolutions@LuxotticaRetail.com).

### Guardian Angel Fund

A Guardian Angel Fund can be established to help an associate in need of monetary support as a result of a crisis. Associates may volunteer to participate as they wish, including through anonymous donations.

To financially assist a co-worker in times of crisis, associates should let their manager know they'd like to set up an account for donations for a co-worker and complete the Guardian Angel Program Request Form for approval by their manager. The manager may contact the Members Trust Federal Credit Union to establish the account. The co-worker in need will receive a check directly from the Members Trust Federal Credit Union in the amount collected from donations.

For more information or questions on the Guardian Angel Fund program, contact the HR Solutions Group at 1-866-431-8484 or [HRsolutions@LuxotticaRetail.com](mailto:HRsolutions@LuxotticaRetail.com).

## Members Trust Federal Credit Union

Members Trust Federal Credit Union is a full-service financial institution that is available to all associates and their family members (spouse, children, parents, etc.). A full range of deposit products is offered including savings accounts, free checking, certificates of deposits, IRA and more. Members Trust also offers a complete lending solution, which includes overdraft protection loans, auto, home, home equity and three VISA card options.

For details call Members Trust at 1-800-769-8934, or visit [www.memberstrust.org](http://www.memberstrust.org).

## PROFESSIONAL DEVELOPMENT AND CAREER GROWTH

The Company provides associates with many opportunities for professional growth and development to help each associate take charge of his or her career path. This includes award-winning online training offered to all associates through Eye Grow, as well as tuition reimbursement and optician licensing. Other sources range from a Company lending library to classroom training and annual leadership conferences. Luxottica also offers external development assistance.

### Tuition Reimbursement

Luxottica's Tuition Reimbursement Program provides financial assistance to eligible full-time associates who seek to improve their job-related knowledge and skills through outside coursework. For eligibility criteria and more information, please visit [www.LuxotticaBenefits.com](http://www.LuxotticaBenefits.com) or call the Luxottica Human Resource Service Center at 1-866-431-8484.

### Optician Reimbursement

Luxottica offers full and partial reimbursement of optician expenses for certain optician exams, development courses, continuing education, and licensing/renewal fees for associates who meet eligibility criteria. For more information on the Optician Reimbursement Program, please visit [www.luxopticians.com](http://www.luxopticians.com) or email [luxopticians@luxotticaretail.com](mailto:luxopticians@luxotticaretail.com).

## California Addendum

### CALIFORNIA MEAL PERIODS AND REST BREAKS

California law provides for employee meal periods and rest breaks. Luxottica complies with these laws, and expects its California managers to manage and enforce compliance.

#### Meal Periods

While working for Luxottica, associates may not work a period of more than five hours per day without being provided with the opportunity to take an uninterrupted, duty-free meal period of not less than 30-minutes, except that if the total work period per day of the associate is no more than six hours, the meal period may be waived by mutual consent of both Luxottica and the associate through signing of the Voluntary Meal Period Waiver Acknowledgment section of the California Time Sheet Correction Form (or another attestation form designated by Luxottica). Associates shall be provided with the opportunity to take this first meal period so that the meal period begins before the end of the fifth hour worked (for example, an associate who begins work at 9am shall be provided with the opportunity to take his/her meal period by no later than 1:59pm).

Further, associates may not work a period of more than 10 hours per day without being provided with the opportunity to take a second uninterrupted, duty-free meal period of not less than 30-minutes, except if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of Luxottica and the associate only if the first meal period was not waived, and through signing of the Voluntary Meal Period Waiver Acknowledgment section of the California Time Sheet Correction Form (or another attestation form designated by Luxottica). Associates shall be provided with the opportunity to take this second meal period so that the meal period begins before the end of the tenth hour worked.

Associates who work at locations that operate with single coverage staffing all or part of the time will be presented with a California On-Duty Meal Period Agreement at the time of hire. Signing this agreement is voluntary and associates may decline to sign the agreement or, if an associate signs the agreement upon hire, may subsequently revoke the agreement at any time (in writing). Associates who voluntarily sign the California On-Duty Meal

Period Agreement are entitled to take a paid, on-the-job 30-minute meal period, rather than an unpaid, off-duty meal period, whenever the location is operating with single coverage staffing. Unpaid, off-duty meal periods should still be provided, however, for all associates not operating with single coverage staffing for that shift (i.e., two or more associates are working in the store at the same time).

#### Rest Breaks

Hourly associates are authorized and permitted to take one paid rest break of 10 minutes (or 15-minutes in accordance with Company policy) for every four hours worked, or major fraction thereof. If an associate's total daily work time is less than three and one half hours, however, no rest break is required. Rest breaks should occur as close to the middle of each work period as practical. Rest breaks may not be combined with or added to meal periods to create one longer break time, even at the associate's request. Hourly associates do not clock out/in for rest breaks or otherwise record their rest breaks in the store Point of Sale (POS) system.

Rest breaks are authorized and permitted as follows:

Hours Worked	Rest Break(s)
0 to 3.5	0
3.5 to 5	1
More than 6 and up to and including 10	2
More than 10 but up to and including 12	3

#### Consequences of Non-Compliance

Hourly associates are entitled to be paid for all hours worked, to be provided with the opportunity to take all required meal periods, and authorized and permitted to take all required rest breaks. Therefore, it is critical that all hourly associates (including managers) strictly comply with this policy. Associates who are not provided with the opportunity to take meal periods in accordance with this policy and/or who are not authorized and permitted to take rest breaks in accordance with this policy should notify management and/or Human Resources so that the matter can be remedied. If an associate fails to comply with the meal period and rest break policy, he/she may be subject to corrective action.

## Questions and Complaints

Associates may bring any questions regarding their meal or rest period rights to the attention of their manager or, if they prefer, the HR Solutions Group. Store Managers, Regional Managers, and Regional Vice Presidents DO NOT have the authority to alter this policy. If an associate is told that he/she is not entitled to meal periods or rest breaks as set forth under this policy, the associate should contact the HR Solutions Group immediately at 1-866-431-8484 or [HRsolutions@LuxotticaRetail.com](mailto:HRsolutions@LuxotticaRetail.com).

## CALIFORNIA FAMILY AND MEDICAL LEAVE

This policy supplements, and should be read in conjunction with, the Company Family Medical Leave Act (FMLA) policy found in the Associate Guide. To the extent the FMLA policy in the Associate Guide conflicts with a policy in this Addendum, California employees should follow the policy in the Addendum.

In addition to the requirements and benefits set forth in the Company FMLA policy, California associates are entitled to certain additional leave benefits under the California Family Rights Act (CFRA). This Addendum highlights these additional benefits. Any leave taken under the CFRA will run concurrently with leave taken under the federal FMLA, except where not permitted by law (e.g., during pregnancy disability leave).

## Reasons for Leave

In California, FMLA/CFRA leave may be used for one of the following reasons:

1. The birth, adoption, or foster care of an associate's child within 12 months following birth or placement of the child;
2. An associate's own serious health condition;
3. To care for an associate's immediate family member (spouse, registered domestic partner, child or parent) with a serious health condition;
4. A "qualifying exigency,"\*\*\*\* as defined under the FMLA, for military operations arising out of a spouse's, child's, or parent's active duty or call to active duty as a member of the military reserves or National Guard in support of a "contingency operation" declared by the U.S. Secretary of Defense, President or Congress, as required by law ("Military Emergency Leave"); or

\*\*\*\* Leave for a "qualifying exigency" in California will only count as leave under the FMLA and will not count as leave time under the CFRA

5. To care for a spouse, child, parent or next of kin (nearest blood relative-who is an Armed Forces member (including the military reserves and National Guard) undergoing medical treatment, recuperation, or therapy, is otherwise in an outpatient status, or is otherwise on the temporary disability retired list-with a serious injury or illness incurred in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties ("Military Caregiver Leave")\*\*\*\*\*.

## Length of Leave

The maximum amount of FMLA/CFRA leave will be 12 work weeks in any 12-month period when the leave is taken for paragraphs one – four above. However, if both parents work for the Company and are eligible for leave under this policy, the parents will be limited to a total of 12 work weeks off between the two of them when the leave is for birth, adoption or foster care.

The maximum amount of FMLA leave for an associate wishing to take Military Caregiver Leave, paragraph five above, will be a combined leave total of 26 work weeks in a single 12-month period. However, only 12 out of the 26 weeks will count as leave under CFRA assuming the military caregiver leave also qualifies as CFRA.

The Company designates the 12-month period during which the associate may take FMLA/CFRA leave for any qualifying reason by measuring a "rolling" 12-month period backwards from the date the associate takes any FMLA/CFRA leave.

Under some circumstances, you may take FMLA/CFRA leave intermittently-which means taking leave in blocks of time, or by reducing your normal weekly or daily work schedule. Leave taken intermittently may be taken in increments of one hour.

CFRA and FMLA leaves will run concurrently to the extent allowed by law. In addition, should you exhaust CFRA and/or FMLA and require additional time off, the company will consider requests for additional discretionary leave on a case-by-case basis.

\*\*\*\*\* Military caregiver leave in California generally will only count as leave under the FMLA and will not count as leave time under the CFRA, unless the leave independently meets the requirements of leave to care for an ill family member under the CFRA.



## CALIFORNIA PREGNANCY DISABILITY LEAVE

### Leave Entitlement

Any associate who is "actually disabled" by pregnancy, childbirth, or a related medical condition is eligible for a pregnancy disability leave of absence. There is no length of service requirement.

For purposes of this policy, you are "actually disabled" when, in the opinion of your healthcare provider, you cannot work at all or are unable to perform any one or more of the essential functions of your job or to perform them without undue risk to yourself, the successful completion of your pregnancy, or to other persons as determined by a health care provider. This term also applies to certain pregnancy-related conditions, such as severe morning sickness or if you need to take time off for prenatal or postnatal care, bed rest, post-partum depression, and the loss or end of pregnancy (among other pregnancy-related conditions that are considered to be disabling).

### Duration of the Leave of Absence

A pregnancy disability leave of absence will last for the duration of your pregnancy-related disability as certified by your health care provider for up to four months. Leave is available for all disabilities related to each pregnancy and does not need to be taken in one continuous period of time. The maximum leave entitlement for part-time or alternative scheduled associates will be prorated in accordance with applicable law in the event the associate takes intermittent leave.

Leave taken under the pregnancy disability leave policy runs concurrently with Family and Medical Leave under federal law (FMLA), but not with Family and Medical Leave under California Law (CFRA).

### Transfer to Less Strenuous Position

The Company will transfer an associate "affected by pregnancy" to a less strenuous or hazardous position or duties if:

- She requests a transfer;
- The request is based upon the certification of her health care provider as "medically advisable;" and
- The transfer can be reasonably accommodated.

You are "affected by pregnancy" if you are pregnant or have a related medical condition, and because of pregnancy, your health care provider has certified that it is medically advisable for you

to transfer. No additional position will be created and the Company will not discharge another associate, transfer another associate with more seniority or promote or transfer any associate who is not qualified to perform the new job.

### Advance Notice and Medical Certification

As a condition of a pregnancy disability leave of absence or a transfer, the associate must:

- Provide 30 days advance notice before the leave of absence or transfer is to begin, if the need for the leave of absence or transfer is foreseeable, or when 30 days notice is not foreseeable, as soon as practicable; and
- Provide a signed medical certification from your health care provider, that states that you are disabled due to pregnancy or that it is medically advisable for you to be transferred to a less strenuous or hazardous position or to less strenuous or hazardous duties.

The Company shall respond to requests for leave or transfer within 10 days after receipt of such request. The Company may require you to provide a new certification if you request an extension of your leave of absence.

### Return to Work

If you and the Company have agreed upon a definite date of return from your leave of absence or transfer, you will be reinstated on that date if you notify the Company that you are able to return on that date. If the length of the leave of absence or transfer has not been established, or if it differs from the original agreement, you will be returned to work within two business days, where feasible, after you notify the Company of your readiness to return.

Before you will be allowed to return to work following a leave of absence or transfer, you must provide your supervisor with a certification from your health care provider that you can perform safely all of the essential duties of your position, with or without reasonable accommodation. If you do not provide such a release prior to or upon reporting for work, you will be sent home until a release is provided. This time before the release is provided will be unpaid.

Upon submitting an acceptable health care provider release to return to work, you will be returned to the same or a comparable position upon the conclusion of your leave of absence or transfer. If the same position is not available on your scheduled return

date, the Company will provide you a comparable position on your scheduled return date or within 60 calendar days of that return date. However, you will not be entitled to any greater right to reinstatement than if you had not taken the leave. For example, if you would have been laid off regardless of the leave, or you would not have been offered a comparable position, you will not be entitled to reinstatement. Failure to return to work at the conclusion of the leave of absence may result in termination of employment.

### Integration with Other Benefits

Pregnancy disability leaves of absence are unpaid. You may elect to use accrued Paid Time Off (PTO) benefits during the unpaid leave of absence. PTO will not accrue for hourly associates during any unpaid portion of the leave of absence, and you will not receive pay for official holidays that are observed during your leave of absence except during those periods when you are substituting PTO for unpaid leave.

Associates should apply for California State Disability Insurance (SDI) benefits. SDI forms are available from the Company or your health care provider. Any SDI for which you are eligible may be integrated with accrued PTO or other paid time off benefits so that you do not receive more than 100% of your regular pay.

The Company will maintain an associate's health insurance benefits during the associate's pregnancy disability leave for a period of up to four months on the same terms as they were provided prior to the leave time. The associate will be required to continue to pay all required premiums and must make these payments in compliance with Company policy on a monthly basis during leave time (except during any periods of time when the associate is taking PTO). In some instances, the Company may recover premiums it paid to maintain health insurance benefits if you fail to return to work following a pregnancy disability leave for reasons other than taking additional leave afforded by law or Company policy or not returning due to circumstances beyond your control.

## Luxottica Associate Agreements

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### IMPORTANT NOTE TO ASSOCIATES:

This section contains the following agreements:

- Confidential Information and Non-Solicitation Agreement
- Inventions Agreement
- Dispute Resolution Agreement
- Release for Use of Likeness, Voice and Name Agreement
- Electronic Protected Health Information (ePHI) Agreement

These agreements (each of which is referred to herein as an "Agreement") apply to all associates of Luxottica Retail North America, Inc. in the United States ("Luxottica") including associates working at LensCrafters, Pearle Vision, Sears Optical, Target Optical, Sunglass Hut, Apex by Sunglass Hut, ILORI, Optical Shop of Aspen and EYEXAM of California, Inc., RX Operations and Distribution, as well as any other employer that becomes a part of the Luxottica group of companies (collectively, "the Company," "we," "our" or "us"). An associate Acknowledgment and Agreement form is provided at the end of this section. You should read these agreements carefully before signing the Acknowledgment and Agreement. Your at-will employment with the Company, whether new or continuing, is in consideration of and is conditioned upon your acceptance of the terms of these agreements. Your refusal to sign the Acknowledgment and Agreement will result in the withdrawal of our offer of employment to you if you are an applicant and the termination of your employment if you are a current associate. Associates are permitted, however, to opt-out of the Dispute Resolution Agreement found in this Guide within 30 days of receipt. Violation of any portion of the Agreements will subject the associate to corrective action, up to and including termination of employment.

### SEVERABILITY

If any provision (or any portion of any provision) of the Associate Agreements is held by a court to be illegal, invalid, or unenforceable in any respect, the Company and the associate agree that such provision (or portion of such provision) shall be deemed to be

modified only as necessary to permit its enforcement to the maximum extent permitted by applicable law (except that the Company does not agree under any circumstances to a modification of the Associate Agreements to permit a class action, representative action, or collective action to be adjudicated in an arbitration forum). In this event, the remainder of this Agreement shall not be affected thereby.

### GOVERNING LAW

These Associate Agreements are made and entered into under the laws of the State of Ohio, and shall in all respects be interpreted, enforced and governed under the laws of Ohio, without giving effect to conflicts of laws principles.

### LUXOTTICA ASSOCIATE GUIDE ACKNOWLEDGMENT AND AGREEMENT

After reading the following agreements, all associates are required to complete their "Luxottica Associate Guide Acknowledgment and Agreement" within three days of their hire date, as a condition of employment. Associates are permitted, however, to opt-out of the Dispute Resolution Agreement within 30 days of receipt. The Company's preferred method of completion is electronically in Eye Grow; however, a paper completion option is available upon request by contacting your manager or the HR Solutions Group at 1-866-431-8484 or [HRsolutions@LuxotticaRetail.com](mailto:HRsolutions@LuxotticaRetail.com).

The "Luxottica Associate Guide Acknowledgment and Agreement" is located on the last page of this Guide. Associates who complete a paper version of this page, rather than electronic, should return the completed Acknowledgment page to their manager for further processing.

## Confidential Information and Non-Solicitation Agreement

In consideration of and as a condition of your new and continuing at-will employment, you agree as follows:

### 1. CONFIDENTIAL INFORMATION

a. You understand that, during your employment with the Company, you will acquire and be exposed to Confidential Information of the Company. "Confidential Information" includes all ideas, information and materials, tangible or intangible, not generally known to the public, relating in any manner to the business of the Company, its products and services (including all trade secrets), its officers, directors, and contractors, its clients, vendors and suppliers, and all others with whom it does business, its trade secrets, its pricing, margins, and other financial information, that you learn or acquire during your employment with the Company. Confidential Information includes, but is not limited to, manuals, documents, computer programs and software used by the Company, all formulas or processes, users manuals, compilations of technical, financial, legal or other data, customer and client or prospective customer and client lists, names of suppliers or vendors, client, supplier or vendor contact information, customer and client contact information, customer health information, business referral sources, specifications, designs, devices, inventions, processes, business or marketing plans or strategies, pricing information, information regarding the identity of the Company's designs, mock-ups, prototypes, source code, passwords, and works in progress, all other research and development information, forecasts, financial information, and all other technical or business information including all trade secrets. Confidential Information does not include publicly available information or information that is generally known and used within the industry or industries in which the Company engages in business. This provision does not prohibit disclosing or discussing information about the Company's wages, hours or other working conditions that is generally known within the Company, but employees who have access to the Company's confidential records are prohibited from disclosing information contained in those records. You are expected to contact your supervisor if a question arises as to what is included.

b. You agree to hold in trust and confidence all Confidential Information during and after the period

of your employment with the Company. You shall not disclose any Confidential Information to anyone outside the Company without the written approval of an authorized representative of the Company or use any Confidential Information for any purpose other than for the benefit of the Company as required by your authorized duties for the Company. At all times during your employment with the Company, you shall comply with all of the Company's policies, procedures, regulations or directives relating to the protection and confidentiality of Confidential Information. Upon termination of your employment with the Company, (a) you shall not use Confidential Information, or disclose Confidential Information to anyone, for any purpose, unless expressly requested and authorized to do so in writing by an authorized representative of the Company, (b) you shall not retain or take with you any Confidential Information in a Tangible Form (defined below) (nor shall you retain any copies of Confidential Information), and (c) you shall immediately deliver to the Company all Confidential Information in a Tangible Form (or otherwise) that you may then or thereafter hold or control, as well as all other property, equipment, documents or things that you were issued or otherwise received or obtained during your employment with the Company. Without limiting the foregoing, to the extent you included Confidential Information in your cellular or personal telephones, smartphones, tablets, personal computers or other electronic devices, including personal electronic mail accounts (such as investor, customer or vendor names and contact information), immediately upon termination of your employment, you shall delete and shall not retain the Company's Confidential Information in any or all of your cellular or personal telephones, smartphones, tablets, personal computers or other electronic devices, including personal electronic mail accounts. "Tangible Form" includes ideas, information or materials in written or graphic form, on a computer disc or other medium, or otherwise stored in or available through electronic, magnetic, videotape or other form.

### 2. NON-SOLICITATION OF CUSTOMERS/CLIENTS

Following the termination of your employment with the Company for any reason, you shall not, directly or indirectly, use or disclose any Confidential Information, including any trade secrets, in order to solicit, induce, or attempt to solicit or induce, any person or entity then known to be a customer or

client of the Company (a "Restricted Customer/Client"), to terminate his, her or its relationship with the Company or otherwise divert their business for any purpose or no purpose. This Section 2 seeks to protect the Company's trade secrets and/or to prohibit you from disclosing or using Confidential Information; accordingly, if, during your employment, you never learned nor were exposed to Confidential Information regarding the identification of such customers/clients or customer/client contact information, pricing information, business development information, trade secrets, sales and marketing plan information, financial information or other Confidential Information, you shall not be restrained from such solicitation or attempted solicitation but you shall not use Confidential Information during or in connection with any such solicitation, nor shall you interfere with the Company's contractual or prospective economic relationships with any customer or client through unlawful means.

### 3. NON-SOLICITATION OF PERSONNEL

During your employment with the Company and for one year thereafter, you shall not, directly or indirectly, solicit, induce, recruit or attempt to solicit, induce or recruit, any person known to you to be an employee of the Company or any of its affiliates or who left the employ of the Company and/or any of its affiliates less than six months prior (each such person, a "Company Person"), to terminate his or her employment or other relationship with the Company, for any reason and/or to perform work for a competitor. Nor shall you during the same period disclose any Confidential Information about other employees to any other person, for purposes of solicitation or otherwise. The foregoing shall not be violated by general advertising not targeted at Company employees.

### 4. RETURN OF DOCUMENTS AND MATERIALS

Immediately upon the termination of your employment or at any time prior thereto if requested by the Company, you shall repay all cash advances and return all keys, tools, security and credit cards, cell phones, laptops, records, documents, equipment, proposals, notes, lists, files, and any and all other materials, including but not limited to Confidential Information, that refers, relates or otherwise pertains to the Company and its business, including its products and services, personnel, customers or clients (actual or potential), investors (actual or potential), and/or vendors and suppliers (actual or potential), or any of them, and any and

all business dealings with said persons and entities (the "Returned Property and Equipment") to the Company at its offices in Mason, Ohio or such other location as approved in writing by your manager or supervisor. You are not authorized to retain any copies or duplicates of the Returned Property and Equipment or any Confidential Information that you obtained or received as a result of your employment or other relationships with the Company.

### 5. CONFIDENTIAL INFORMATION OF OTHERS/COMPLIANCE WITH LAWS

You shall not breach any lawful, enforceable agreement to keep in confidence, or to refrain from using, the nonpublic ideas, information or materials of a third party, including, but not limited to, a former employer or present or former customer or client. You shall not bring or disclose any such ideas, information or materials to the Company, use any such ideas, information or materials in connection with your employment, or induce the Company to use such ideas, information or materials of others. You shall comply with all national, state, local and other laws, regulations and ordinances.

### 6. PROVISIONAL JUDICIAL RELIEF

This Agreement does not prevent the Company from seeking provisional judicial relief, such as a preliminary injunction or a temporary restraining order, in aid of, or to preserve, an arbitrator's jurisdiction to address the parties' dispute under the Dispute Resolution Agreement (see below).

### 7. SEVERABILITY/BLEU-PENCIL

You acknowledge and agree that (a) the covenants and agreements contained herein are reasonable and valid in geographic, temporal and subject matter scope and in all other respects, and do not impose limitations greater than are necessary to protect the goodwill, Confidential Information, and other business interests of the Company; (b) if any arbitrator (or a court when the Company seeks a provisional remedy in aid of arbitration) subsequently determines that any of such covenants or agreements, or any part thereof, is invalid or unenforceable, the remainder of such covenants and agreements shall not thereby be affected and shall be given full effect without regard to the invalid portions; (c) if any arbitrator (or a court when the Company seeks a provisional remedy in aid of arbitration) determines that any of the covenants and agreements, or any part thereof, is invalid or unenforceable because of the duration or scope of such provision, such



arbitrator (or a court when the Company seeks a provisional remedy in aid of arbitration) shall have the power to reduce the duration or scope of such provision, as the case may be, and, in its reduced form, such provision shall then be enforceable to the maximum extent permitted by applicable law; (d) you must honor this Agreement even if you have a claim against the Company; and (e) keeping these promises will not cause you undue hardship.

## 8. GOVERNING LAW

This Agreement shall be construed, interpreted, and governed in accordance with either (a) the laws of the State where you are employed, or (b) in the event of a breach of any of the covenants contained in Sections one through five, the law of the State where such breach actually occurs, depending on whichever choice of law shall ensure to the maximum extent that the covenants shall be enforced in accordance with the intent of the Parties as reflected in this Agreement.

## 9. NOTIFICATION TO NEW EMPLOYER

You understand that the various terms and conditions of this Agreement shall survive and continue after your employment with the Company terminates. Accordingly, you hereby expressly agree that the Company may inform your new employer regarding your duties and obligations under this Agreement.

## Inventions Agreement

You acknowledge and agree that all ideas, methods, inventions, discoveries, improvements, work products, developments, statements, opinions, photographs, video, film footage, data, documentation, processes or works of authorship ("Inventions") that result from, relate to or are suggested by your work with the Company, made or conceived by you, solely or jointly with others, during your employment, whether or not on Company property or utilizing Company equipment shall belong exclusively to the Company.

All Inventions constitutes trade secrets of the Company and shall be the sole property of the Company or any other entity designated by the Company. You hereby irrevocably convey, transfer and assign to the Company all your right, title and interest in and to, and all claims for past and future infringement of, the Inventions as of their creation, throughout the universe and all patents, copyrights, trademarks, trade secrets, mask works, and any and all other proprietary rights therein, that may issue thereon in any and all countries, whether during or subsequent to your employment, together with the right to file, in your name or in the name of the Company (or its designee), applications for patents and equivalent rights, the right to modify and create derivative works, the right to invoke the benefit of any priority under any international convention, and all rights to register and renew same. You will, at any time during and subsequent to your employment, make such applications, sign such papers, take all rightful oaths, and perform all acts as may be requested from time to time by the Company with respect to the Inventions.

All copyrightable aspects of the Inventions are to be considered "works made for hire" within the meaning of the Copyright Act of 1976, as amended (the "Act"), and the Company is to be the "author" within the meaning of such Act for all purposes. All such copyrightable works, as well as all copies of such works in whatever medium fixed or embodied, including those now known or hereinafter devised, shall be owned exclusively by the Company as of its creation throughout the universe and in perpetuity, and you disclaim any and all interest in any of such copyrightable works and waive any right of droit morale or similar rights.

## Dispute Resolution Agreement

This Dispute Resolution Agreement (sometimes referred to as "Agreement") is intended to provide a timely and fair procedure for associates to resolve certain legal disputes.

The Dispute Resolution Process has two steps:

1. Open door
2. Arbitration

Both steps are described in more detail in this Agreement.

An associate may opt out of this Agreement within 30 days after receiving it. (See the Opt-Out of Dispute Resolution Agreement form hereinafter provided.)

The arbitration portion of this Dispute Resolution Agreement covers virtually all legal claims arising out of or related to your employment with Luxottica (sometimes referred to as "Company"). See the section titled, "What Is Covered By The Dispute Resolution Agreement?" for a listing of the types of claims that are covered under this Agreement. The Dispute Resolution Agreement does not prevent any associate from filing a claim with the Equal Employment Opportunity Commission (EEOC), U.S. Department of Labor, or the National Labor Relations Board (NLRB), or for state unemployment insurance or workers' compensation benefits. Finally, nothing in this Agreement alters the at-will employment relationship that exists between you and the Company.

This Agreement is effective upon your receipt of it. This Agreement is governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). If you have any questions about the Dispute Resolution Agreement, please contact the HR Solutions Group at 1-866-431-8484 or an outside advisor of your choice.

### DISPUTE RESOLUTION AGREEMENT STEP # 1: THE OPEN DOOR POLICY

The Company encourages associates to feel comfortable expressing job-related concerns and is committed to listening and responding to such concerns. The Open Door Policy provides an Open Door Process for an associate to bring a concern to management's attention without fear of retaliation. In many cases, the associate's immediate manager is the person best qualified to

address a concern or answer a question. Managers to whom a concern is reported through the Open Door Policy are expected to respond.

Where an associate is not comfortable reporting a concern to his/her manager, for example because the concern involves the associate's manager, the associate may report his/her concern directly to his/her manager's manager or HR Business Partner. Another option is to contact the HR Solutions Group at 1-866-431-8484 or [HRsolutions@LuxotticaRetail.com](mailto:HRsolutions@LuxotticaRetail.com).

Where necessary, the HR Solutions Group will work with the associate and the manager to address a concern. If the associate feels that the concern was not addressed to his/her satisfaction by his/her manager(s) and/or the HR Solutions Group, such concern may be elevated to a HR Business Partner or the Associate Relations Center of Excellence to review details, conduct an investigation, and attempt to resolve the issue.

While the Company will endeavor to maintain the confidentiality of a concern reported by an associate, it may not be possible for the Company to do so in every circumstance. For example, in order to resolve a concern it may be necessary for the Company to conduct a workplace investigation during which the details of the particular concern may need to be disclosed to the affected/implicated workplace parties or witnesses. In addition, associates may be requested to maintain confidentiality where critically necessary to protect a witness, avoid tampering/destruction of evidence, or to prevent a cover-up.

Associates can use the Open Door Policy without fear of retaliation. Any person who attempts to deter or deters an associate's attempt to escalate a concern, or who retaliates against an associate in any way for using the Open Door Policy, will be subject to corrective action.

Associates are not required to use the Open Door Policy prior to initiating arbitration, but associates are encouraged to do so.

### DISPUTE RESOLUTION AGREEMENT STEP #2: ARBITRATION

If the dispute isn't resolved through the Open Door Process, the next step is Arbitration.

Arbitration is a way to get efficient resolution of disputes by submitting them to an arbitrator instead of the ordinary process of filing a lawsuit in a court of law. You and Luxottica hire a neutral arbitrator to resolve the dispute. In most cases, the parties will select an arbitrator through the American Arbitration Association (sometimes referred to as "AAA"). More information about the AAA is provided below. Arbitration is binding - that is, the arbitrator's decision is final. Only in limited situations can the arbitrator's decision be challenged.

The arbitrator is required to apply the same law that would be applied if you filed a lawsuit. The arbitrator has specific legal powers. For example, the arbitrator may:

- Receive testimony and evidence from both parties involved in a dispute
- Authorize appropriate discovery, including depositions and subpoenas
- Hear and rule on pre-hearing disputes and hold pre-hearing conferences by telephone or in person
- Hear and rule on pre-hearing motions in accordance with the Federal Rules of Civil Procedure (including motions pursuant to Federal Rules of Civil Procedure 12 and 56 but not Rule 23 (class actions))
- Make a legal, final and binding decision about the facts and the law as applied to those facts
- Give you the same award, fees, or damages that you would be entitled to if you won a lawsuit in court under the particular laws alleged to have been violated

Arbitration is designed to be more efficient than court. By agreeing to resolve their disputes exclusively through binding arbitration, the parties agree that they are waiving their rights to a trial in court with a judge or jury.

### How Does Arbitration Work?

If the Open Door Process has not resolved a dispute to your satisfaction or you have not pursued that process, the next step is to request arbitration by writing to the American Arbitration Association Regional Office in New York, New York. The American Arbitration Association's Employment Arbitration Rules ("AAA Rules") and this Dispute Resolution Agreement will govern the proceedings. The AAA Rules are available at [www.adr.org/](http://www.adr.org/)

employment, through Luxottica's HR Solutions Group (tel. 1-866-431-8484), or by calling the American Arbitration Association at 1-212-484-4000.

You and Luxottica will select an arbitrator and schedule the hearing. You and Luxottica may agree to use any arbitrator, whether or not the arbitrator is affiliated with the AAA, but in any case where the parties cannot agree to a particular arbitrator, the AAA Rules will apply to the arbitrator selection process. If for any reason the AAA will not administer the arbitration, either party may apply to a court of competent jurisdiction with authority over the location where the arbitration will be conducted for appointment of a neutral arbitrator.

The arbitrator is to provide a written decision that sets forth the essential findings and conclusions on which the decision is based. The arbitrator's decision is final and binding on the parties. Only in limited circumstances may the arbitrator's decision be challenged.

### What Is Covered By the Dispute Resolution Agreement?

The Dispute Resolution Agreement covers Luxottica and you, regardless of your hire date, unless you opt-out on the form provided herein.

Except as it otherwise provides, this Agreement applies, without limitation, to disputes with any individual (including Luxottica's employees, agents, supervisors, officers or directors) or entity (including any company affiliated with Luxottica, its parent(s) or subsidiaries, if any) arising out of or related to the employment relationship or the termination of that relationship (including post-employment defamation or retaliation), trade secrets, unfair competition, compensation, classification, minimum wage, seating, expense reimbursement, overtime, breaks and rest periods, termination, discrimination or harassment and claims arising under the Uniform Trade Secrets Act, Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act (except for claims for employee benefits under any benefit plan sponsored by the Company and (a) covered by the Employee Retirement Income Security Act of 1974 or (b) funded by insurance), Affordable Care Act, Genetic Information Non-Discrimination Act, state statutes or regulations addressing the same or similar subject matters, and all other federal or state legal claims arising out of or relating to Employee's employment or the termination of employment.

The Arbitration portion of the Dispute Resolution Agreement also is intended to cover all legal disputes that the Company could otherwise file in court against you. The claims the Company potentially could have against an associate that it agrees to submit to binding arbitration rather than file in court include, but are not limited to, claims for misappropriation, conversion, fraud, breach of fiduciary duty, breach of the Confidentiality Agreement and breach of any other legal duties that an employee has to his or her employer.

### **What Are the Limitations On How This Agreement Applies?**

You may elect to bring an individual claim in a local small claims court provided the recovery you seek is within the jurisdictional limits of that court and does not exceed \$10,000.

This Agreement does not apply to litigation between you and the Company (including class action cases in which you are a putative class member) pending in a state or federal court or in arbitration as of the date of your receipt of this Agreement. In such instances, any prior agreement between you and Luxottica to arbitrate disputes shall remain in full force and effect.

Any disputes about the enforceability of the Dispute Resolution Agreement shall be decided by a court.

This Agreement does not apply to claims for workers compensation and unemployment insurance benefits.

Except as it otherwise states, nothing contained in this Agreement shall be construed to prevent or excuse you (individually or in concert with others) or the Company from utilizing the Company's existing internal procedures for resolution of complaints.

Either you or the Company may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitrable controversy, but only upon the ground that the award to which that party may be entitled may be rendered ineffectual without such relief.

Regardless of any other terms of this Agreement, a claim may be brought before and remedies awarded by an administrative agency if applicable law permits the agency to adjudicate the claim notwithstanding the existence of an agreement to arbitrate. Such administrative claims include without limitation claims or charges brought before the Equal Employment Opportunity Commission, Department of Labor, or the National Labor Relations Board. Nothing in this Agreement shall be deemed

to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration.

Disputes that may not be subject to predispute arbitration agreement as provided by the Dodd-Frank Wall Street Reform and Consumer Protection Act (Public Law 111-203) are excluded from the coverage of this Agreement, as well as any disputes that may not be arbitrated as provided by an Act of Congress or lawful, enforceable Executive Order.

### **May The Company Or I Bring a Class, Collective or Private Attorney General Representative Action?**

**This Agreement affects your ability to participate in class, collective or private attorney general representative action.** Both the Company and you agree to bring any dispute in arbitration on an individual basis only, and not on a class, collective or private attorney general representative basis on behalf of others. There will be no right or authority for any dispute to be brought, heard or arbitrated as a class, collective or private attorney general representative action or as a member in any such class, collective or representative proceeding ("Class Action Waiver"). The Class Action Waiver does not apply to any claim you bring in arbitration as a private attorney general solely on your own behalf and not on behalf of others. Notwithstanding any other provision of this Agreement or the AAA Rules, disputes regarding the validity, enforceability or breach of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. In any case in which (1) the dispute is filed as a class, collective or private attorney general representative action and (2) there is a final judicial determination that all or part of the Class Action Waiver is unenforceable, the class, collective, or representative action, to that extent, must be litigated in a civil court of competent jurisdiction. However, the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration. You will not be retaliated against, disciplined or threatened with discipline as a result of your exercising your rights under Section 7 of the National Labor Relations Act by the filing of or participation in a class, collective or representative action in any forum. However, the Company may lawfully seek enforcement of this Agreement and the Class Action Waiver under the Federal Arbitration Act and seek dismissal of such class or collective actions or claims. The Class Action Waiver shall be severable in any case in which the dispute is filed as an individual action and severance is necessary to ensure that the individual action proceeds in arbitration.



The Company expressly does not agree to arbitrate any claim on a class, collective or representative basis.

### What is the American Arbitration Association and How Does Arbitration Proceed?

The AAA is a not-for-profit organization that administers and provides the AAA Rules governing the arbitration process. The AAA revises the AAA Rules from time to time. You and the Company agree to comply with the most current version of the AAA Rules.

- Any request for Arbitration must be made within the time limit established by the applicable statute of limitations. Any disputes regarding the timeliness of a request for Arbitration will be decided by the arbitrator.
- The arbitrator will permit and resolve any disputes regarding pre-arbitration discovery of each side's position, documents and witnesses, as provided in the AAA Rules.
- The arbitrator may also hear and rule on dispositive motions, such as motions to dismiss or for summary judgment.
- We'll agree on a time and a place for the Arbitration hearing. Luxottica's goal is to conduct the arbitration within a reasonable distance from where you currently or last worked for Luxottica, and any disputes in this regard will be resolved by the arbitrator.
- The arbitrator may award the same damages, fees or other remedies as a court of law could have awarded had the proceedings been before a court instead of in arbitration.

### ATTORNEY, COSTS AND FEES

- You have the right to have an attorney represent you in any arbitration under the Dispute Resolution Agreement. However, you do not need to have an attorney represent you.
- You are responsible to pay or otherwise make arrangements for your attorney's fees. You are also responsible for paying for expenses you would have had to pay for a court case (e.g., expenses your side incurs for depositions, witness fees, expert witness fees, etc.). If you prevail on certain claims you may be entitled to an award of attorney's fees and costs, as authorized by applicable law and determined by the arbitrator.
- If you (rather than the Company) are the one who initiates arbitration, you will need to pay a filing

fee to the AAA, up to but no greater than the amount required to file a lawsuit in your jurisdiction asserting the same claims. If the AAA filing fee is greater than that amount, the Company will pay the difference. Additionally, if applicable law requires the Company to pay a higher share of the filing fee, the Company will do so, up to the entire amount if that is what the law provides.

- The Company will pay the entire fee of the arbitrator for his or her services and any associated costs incurred by the arbitrator or the AAA.
- Any disputes regarding the proper apportionment of fees and costs will be decided by the arbitrator.

**Your Right To Opt Out.** If you do not wish to agree to this Dispute Resolution Agreement, you may opt-out within 30 days of your receipt of this Agreement. Any opt-out must be through written notice in one of two ways: (1) you may opt-out by completing the hard-copy "Opt-Out Of Dispute Resolution Agreement" form that immediately follows this Agreement, or (2) if you are reviewing this Agreement electronically, you also may opt-out by selecting the checkbox on the last electronic screen. If you opt-out by completing the hard-copy form, the written notice that you provide must be directed to and actually received by HR Records by mail at Attn: HR Records, 4000 Luxottica Place, Mason, OH 45040, or by fax at 1-866-212-3663 within the 30-day period. Failure to opt-out within the time provided will demonstrate your intention, and the Company's agreement, to be mutually bound by this Agreement and specifically the arbitration provision contained herein. The Company will not take adverse action against you on account of your electing to opt out of this Agreement. Nor will the Company take adverse action against you on account of your choosing not to opt out or electing to pursue arbitration of a claim.

Except as provided regarding the Class Action Waiver, above, if any provision (or portion of that provision) of the Dispute Resolution Agreement is held illegal, invalid or unenforceable in any respect, the Company and the associate agree that such provision (or portion of such provision) shall be deemed to be modified only as necessary to permit its enforcement to the maximum extent permitted by applicable law. In this event, the remainder of the Dispute Resolution Agreement shall not be affected thereby.



## Opt-Out of Dispute Resolution Agreement

I am exercising my right to opt-out of the Dispute Resolution Agreement that was provided to me by Luxottica. By opting-out within the 30-day time period, I agree that I am not entitled or required to participate in or utilize the arbitration procedures described in the Dispute Resolution Agreement. I understand that Luxottica will not take adverse action against me because I choose to opt out.

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Signature

DATE

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Associate Name (Please Print)

MY LUXOTTICA I.D. NUMBER

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## Release for Use of Likeness, Voice and Name Agreement

I hereby grant and give to the Company, its parents, subsidiaries, affiliates, agents, and assigns the absolute and irrevocable right, license and privilege to, and to permit others to, use, publish, display, transmit, exhibit and reproduce, my name, statements, photograph, video, voice or other likeness, in whole or in part, on film, videotape or any media now or hereafter known or devised, with or without my name, both singly and in conjunction with other persons, for any and all purposes, including but not limited to, private or public presentations for advertising, publicity, promotional and charitable purposes, throughout the world without restriction as to manner or frequency, both during my employment and thereafter. I acknowledge and agree that the Company shall have the entire, exclusive right, title, and interest in and to any materials produced with my name, statements, photograph, video, voice or other likeness and other reproductions thereof and all copyright therein, and that I will not receive any kind of payment, remuneration, compensation or consideration of any kind.

## Electronic Protected Health Information (ePHI) Agreement

In order to comply with privacy regulations regarding electronic Protected Health Information (ePHI), associates, contractors or anyone with access to systems containing ePHI are responsible for safeguarding this protected data by:

- a. limiting ePHI data access to only those who need access as part of their job duties
- b. storing ePHI data only on resources that are specifically designed to enforce ePHI data confidentiality, integrity and availability (e.g., not on public or shared drives or on personal digital assistants (PDA's) or any other place where data is at significant risk of being compromised)
- c. transmitting ePHI data only through approved channels (Secure FTP, encrypted email, etc.)
- d. ensuring ePHI data on transportable media sources such as floppies, CD's, DVD's, magnetic tapes and laptops are controlled and utilized according to IT standards
- e. returning or destroying ePHI when it is no longer needed for business purposes or upon contract termination

- f. ensuring that all system access passwords are kept confidential, sufficiently complex and routinely changed

Managers responsible for ePHI data should ensure individuals granted access to ePHI resources are trained annually on ePHI handling procedures. These managers should also review access control lists regularly to verify that only authorized individuals are granted access to ePHI resources.

Despite the close working relationship between Luxottica associates and subleasing optometrists or ophthalmologists, no Luxottica associate should handle a subleasing doctor's electronic patient information/data unless it is with the specific permission of the doctor or pursuant to a Business Associate Agreement and in the course of treatment.

If an associate suspects or discovers an IT security incident (data compromise, system misuse, virus, etc.), the incident must be reported immediately to management and to the appropriate IT Help Desk. Technical Services' IT Security Officer is responsible for the IT security incident remediation process, including coordinating, communicating and documenting response activities through to resolution.

These Corporate Services and ePHI Policy summaries are provided so that associates understand the importance of protecting the Company IT resources and protected customer data. Please refer to Luxottica's intranet, or your brand-specific online communications channel for more detailed information regarding IT policies.

## Luxottica Associate Guide Acknowledgment and Agreement

This will acknowledge that I have received my copy of the Luxottica Associate Guide and that I will familiarize myself with the contents of the Associate Guide and agree to abide by its terms. I understand that this Guide replaces and supersedes all prior versions.

I specifically understand and agree to the following:

- My employment with the Company will be at-will, unless there is a specific agreement signed by me and a legally authorized company representative, as determined by Luxottica's Legal Department, stating otherwise. As an at-will employee, I understand that the Company has the right to terminate my employment at any time, with or without cause or notice, and that I have the same right. Except as provided in the following paragraph, the Company reserves the right to add, change or delete wages, benefits, policies and all other working conditions at any time.
- The Dispute Resolution Agreement cannot be changed, altered, revised or modified as to me without (i) issuance of a new Dispute Resolution Agreement which makes any such changes or modifications, and (ii) my written agreement to such changes or modifications.
- My signature below certifies that I understand that this agreement regarding my at-will status is the sole and entire agreement between the Company and me concerning the duration of my employment and the circumstances under which my employment can be terminated. This agreement supersedes all prior agreements, understandings and representations (whether written or oral) concerning my at-will employment with the Company.
- I acknowledge that I have received and read, and that I understand and agree to the terms of, the following Agreements as set forth in the Associate Guide: Confidentiality Agreement and Non-Solicitation Agreement; Inventions Agreement; Dispute Resolution Agreement; Release for Use of Likeness, Voice and Name Agreement and Electronic Protected Health Information (ePHI) Policy Agreement.
- Except as provided in the following sentence, I acknowledge and agree that my employment with the Company is conditioned upon my acceptance of the terms of these contractually binding agreements. Consistent with the terms of the Dispute Resolution Agreement, however, I recognize that I have 30 days to opt-out of that Dispute Resolution Agreement. Absent the exercising of my right to opt-out of that Dispute Resolution Agreement (by signing and returning the Opt-Out of Dispute Resolution Agreement form within 30 days of receipt, or selecting the opt-out checkbox if done electronically), the Company and I agree to be bound by its terms. I understand that the Agreements attached hereto replace and supersede all prior versions and I am bound by the most recent versions of the Agreements.

MY SIGNATURE BELOW CERTIFIES THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH ABOVE.

DO NOT SIGN UNTIL YOU HAVE READ THE ACKNOWLEDGMENT AND AGREEMENT ABOVE, AND THE LUXOTTICA ASSOCIATE AGREEMENTS.

\_\_\_\_\_  
Signature

DATE

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\_\_\_\_\_  
Associate Name (Please Print)

MY LUXOTTICA I.D. NUMBER

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2015 Luxottica Associate Guide for Kathleen B Olivastro

Associate Information		
	Last Name:	Olivastro
	First Name:	Kathleen
	Current Job Title:	Regional General Manager
	Hire Date:	12/02/2012
	Employee ID:	601898
	Source Data:	LRNA
Associate Guide Instructions		
<b>IMPORTANT NOTE:</b>		
<p>The easiest way to review the Associate Guide is in “Section View.” To switch to “Section View,”click the second button on the EyeGrow Tool Bar at the top right side of the page. If you switch to “Section View,” please note that you will need to click “Continue” at the bottom right side of each page to continue on to review subsequent sections.</p> <p>As a condition of your employment with Luxottica, you must review and electronically acknowledge the Luxottica Associate Guide and a number of related Agreements. (Please note that you may opt-out of the Dispute Resolution Agreement within 30 days.) The Associate Guide and Agreements that you must acknowledge are found in the next several sections. The left side of the screen lists each section that you must review and acknowledge. You should review each section and certify that you were given the opportunity to review the section by checking the box at the end of the section. After you have reviewed all sections, you should read and electronically sign the “Luxottica Associate Guide Acknowledgment and Agreement” section on the last screen. At this point, you will be presented with the option to opt-out of the Dispute Resolution Agreement.</p> <p>Please note that you may print or save a PDF copy of the Luxottica Associate Guide by clicking on the link in Associate Guide (Part I). You may also request that a printed copy be mailed to you by calling the HR Solutions Group at 1-866-431-8484.</p> <p>For questions related to the policies and information contained within the Luxottica Associate Guide, or about the electronic acknowledgment process, please contact the HR Solutions Group at 1-866-431-8484.</p>		
Associate Guide (Part I)		
<p>If you would like to print and retain a copy of the Associate Guide, please click on the link below entitled Print Associate Guide. When you click on the link, it will open a new window with a PDF version of the document. If you do not have Adobe installed on your computer, you will need to install Adobe (click on the link below entitled “Install Adobe”) before you click on the Install Adobe (click on the link below entitled "INSTALL ADOBE") before you click on the "Associate Guide" link.</p> <p><a href="#">Print Associate Guide</a></p> <p><a href="#">Install Adobe</a></p> <p>If you would like to have a copy of the Associate Guide mailed to you, please contact the Associate Relations Call Center at 1-866-431-8484.</p> <p><b>About This Guide</b></p> <p>The Associate Guide (“Guide”) is intended to help associates understand the expectations, work environment, and policies that apply to all associates of Luxottica Retail North America, Inc. in the United States (“Luxottica”). It also describes many of the benefits and perks our associates enjoy.</p> <p>The Associate Guide applies to all Luxottica associates in the United States, including those working at LensCrafters, Pearle Vision, Sears Optical, Target Optical, Sunglass Hut, Apex by Sunglass Hut, ILORI, Optical Shop of Aspen and EYEXAM of California, Inc., as well as any other employer that becomes a part of the Luxottica group of companies (collectively, “the Company,” “we,” “our” or “us”). This Guide replaces and supersedes all prior Associate Guide versions.</p> <p>For those associates working in a store location subject to a Collective Bargaining Agreement, certain provisions of the Associate Guide will not apply. For any questions, please contact the HR Solutions Group at 1-866-431-8484 or HRSolutions@LuxotticaRetail.com.</p> <p>Associates working in a host store environment must adhere to the policies of the host store location at all times in addition to the policies outlined in this Guide.</p> <p>Paper copies of this Guide may be requested by contacting the HR Solutions Group at 1-866-431-8484 or HRSolutions@LuxotticaRetail.com. Electronic copies of this Guide are available to view or print on Luxottica’s intranet, or your brand-specific online</p>		



communications channel.

Luxottica: See The Difference

At Luxottica, the work we do matters. The service we provide. The eyewear and fashion industry we influence. The fun we have. It all matters, to your colleagues and to the success of Luxottica. It’s rare that a career has the ability to make a profound impact globally. It’s even rarer that we are able to see the difference we make on a daily basis. How do we do it? We simply help the world see.

We’re 70,000 associates strong across 130 countries. We take smart risks and are passionate about what we do. We connect through a common set of characteristics. Being Passionate, Imaginative, Entrepreneurial, and Simple & Fast guide all that we do.

We work hard, smart and have fun. We’re proud of our position as a global leader in our industry and challenge ourselves to make better products, provide better services and positively impact the world.

See the difference in working at Luxottica? The work we do matters.

DIVERSITY & INCLUSION

At Luxottica, ensuring a diverse workplace is part of our everyday business. Our global reach is broad and although we speak different languages, have different traditions and celebrate different holidays, we all share a vision for helping the world see.

This vision extends from our Milan headquarters and stores around the world. We understand the importance of maintaining a workforce that mirrors our customers. It’s not a challenge or something we strive for. We just do it. It makes us stronger. It makes us better. And, it makes for a whole lot of fun!

SEE THE DIFFERENCE YOU CAN MAKE THROUGH ONESIGHT

733 million people around the world suffer from poor vision. Lack of quality vision care is a global health issue affecting almost as many people as poverty, hunger and access to clean water. The good news is that for 563 million, an eye exam and glasses can restore their sight.

At Luxottica, being a world leader in eyewear and eye care also means being a leader in helping the world see. That’s why you’re encouraged to use your skills and expertise to give back through OneSight, a nonprofit organization providing access to quality vision care and eyewear in underserved communities worldwide.

Luxottica is proud to be OneSight’s founding global sponsor providing more than \$7 million annually to support global operations and programming. Our retail brands also raise millions by sharing their passion and inviting customers to donate to OneSight.

Learn more at OneSight.org.

Hiring and Work Practices

THE ASSOCIATE GUIDE

Other than the Associate Agreements at the end of this Guide, nothing in this Guide is contractual in nature and nothing in it creates any contractual obligations by the Company. This Guide is not a contract of employment and does not obligate the Company to act in specific ways or to maintain any specific level or type of benefit. With the exception of the Associate Agreements, this Guide may be interpreted, applied, or modified at the Company’s sole discretion and without prior notice to associates. In addition to the policies in this Guide, the Company may issue other policies and procedures. Like the policies in this Guide, these other policies and procedures are not contractually enforceable, but are intended to inform associates of expected behaviors.

All associates are expected to familiarize themselves with the policies in this Guide and any other policies and procedures that may apply to them. Associates are expected to abide by Company policies and procedures at all times. Questions regarding what policies apply to an associate’s position should be referred to a manager or to the HR Solutions Group at 1-866-431-8484 or HRSolutions@LuxotticaRetail.com.

Associates who violate the letter or spirit of the Company’s policies may be subject to corrective action, up to and including termination of employment (collectively referred to as “corrective action” for remainder of this Guide).

EMPLOYMENT AT-WILL

Employment with the Company is on an at-will basis, meaning that either the associate or the Company can terminate employment at any time, for any reason or for no reason. Nothing contained in this Guide alters this at-will employment status. No Company officer, manager or associate has authority to change or vary the At-Will Policy, other than through an individual contract of employment, specifically so providing, and signed by both the associate and a legally authorized representative of Luxottica, as determined by Luxottica’s Legal Department, or by an otherwise enforceable written agreement.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the Company to ensure Equal Employment Opportunity (EEO) for all persons regardless of race, color, gender, national origin, religion, age, disability, sexual orientation, gender identity or expression, citizenship, veteran or military status, marital status, pregnancy (including unlawful discrimination on the basis of a legally protected pregnancy or maternity leave), genetic information or any other characteristics protected by law.

The Company strives to create a culture in which no person will be advantaged or disadvantaged because of any factor unrelated to job performance. The Company is committed to creating a positive, healthy environment in which associates can bring their diversity to the organization and provide insight that culminates in better business decisions.

Associates who encounter or observe conduct that they believe violates the Company’s Equal Employment Opportunity Policy should immediately bring it to the attention of the Company. See “How to Report Violations of the EEO or Harassment Policies” in this Guide.

HARASSMENT FREE WORKPLACE

The Company is committed to providing a professional work environment where all associates can work together comfortably and productively. It is the Company’s policy to maintain a workplace free from any form of harassment based on legally protected characteristics, including sexual harassment.

The Company prohibits the harassment of any of its associates (including managers), volunteers, interns, customers, contractors, vendor personnel and temporary staff, based on an individual’s race, color, gender, national origin, religion, age, disability, sexual orientation, gender identity or expression, citizenship, veteran or military status, marital status, pregnancy (including unlawful discrimination on the basis of a legally protected pregnancy or maternity leave), genetic information or any other characteristics protected by law.

The Company does not only prohibit such conduct, it may be a violation of federal, state, or local anti-discrimination laws. The Company prohibits such behavior even if it is not so severe that it would be considered illegal harassment, and even if the offending person did not intend to offend or believed his/her comments or conduct were welcome.

This policy applies to all associates (including managers), volunteers, interns, customers, contractors, vendor personnel and temporary staff. This policy prohibits inappropriate conduct based on protected characteristics while on Company property, at Company-sponsored activities and programs, on business-related trips and anywhere else Company business is conducted.

Everyone at the Company is expected to respect the rights of customers, co-workers and others in the workplace by refusing to participate in conversations or activities that violate this policy. Managers are responsible for taking appropriate action to address such conduct.

With respect to sexual harassment, the Company prohibits the following:

1. Unwelcome sexual advances; requests for sexual favors; and all other verbal or physical conduct of a sexual or otherwise offensive nature, especially where:
- Submission to such conduct is made either explicitly or implicitly a term or condition of employment;

• Submission to or rejection of such conduct is used as the basis for decisions affecting an individual’s employment; or

• Such conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment.
2. Offensive comments, jokes, innuendos, and other sexually oriented statements.

Examples of conduct expressly prohibited by this policy include, but are not limited to, the following:

- Offensive or derogatory comments, jokes, epithets or slurs based upon any protected characteristic
- Acts or threats of violence, and physical intimidation
- Negative stereotyping
- Repeated requests for dates
- Requesting sexual favors, or suggesting that sexual favors will gain employment benefits
- Unwelcome touching
- Any physical interference with the associate’s normal work or movement
- Written or graphic material placed on walls, bulletin boards, emails or elsewhere on the Company’s premises or circulated in the workplace that mocks, denigrates, or shows hostility towards an individual or group, or that otherwise could be offensive to

coworkers or a potential recipient, based on any protected characteristic

- Sending or receiving email, instant messaging, or text messaging that is sexually explicit, patently offensive or pornographic
- Coercive behavior that amounts to bullying

Any associate who believes that he or she is the subject of inappropriate conduct prohibited by this policy, or anyone who observes or learns of such conduct, should report it immediately. See “How to Report Violations of the EEO or Harassment Policies” below. The Company prohibits any form of retaliation against any associate for filing a bona fide complaint under this policy or for assisting in a complaint investigation. However, if, after investigating any complaint of harassment or other unlawful discrimination, the Company determines that the complaint is not bona fide and was not made in good faith or that an associate knowingly has provided false or intentionally misleading information regarding the complaint, the associate who filed the complaint or who gave the knowingly false or intentionally misleading information may be subject to corrective action.

ACCOMMODATIONS

Where required by law, the Company will provide reasonable accommodation for associates and applicants for employment with disabilities, as well as associates who require a reasonable accommodation for pregnancy, childbirth, breastfeeding, or related medical conditions. Similarly, reasonable accommodation may also be provided for associates with sincerely held religious beliefs.

Questions about or requests for a reasonable accommodation should be directed to the HR Solutions Group at 1-866-431-8484 or HRSolutions@LuxotticaRetail.com. Managers who receive questions or requests for a reasonable accommodation should also contact the HR Solutions Group for further guidance. Associates who wish to report a potential violation of this policy should follow the reporting procedure in the Open Door Policy defined below.

OPEN DOOR POLICY

The Company encourages associates to feel comfortable expressing job-related concerns and is committed to listening and responding to such concerns. The Open Door Policy provides an Open Door Process for an associate to bring a concern to management’s attention without fear of retaliation. In many cases, the associate’s immediate manager is the person best qualified to address a concern or answer a question. Managers to whom a concern is reported through the Open Door Policy are expected to respond.

If an associate is not comfortable reporting a concern to his/her manager, for example because the concern involves the associate’s manager, the associate may report his/her concern directly to his/her manager’s manager or the HR Business Partner. They may also contact the HR Solutions Group at 1-866-431-8484 or HRSolutions@LuxotticaRetail.com.

Where necessary, the HR Solutions Group will work with the associate and the manager to address a concern. If the associate feels that the concern was not addressed to his/her satisfaction by his/her manager(s) and/or the HR Solutions Group, such concern may be elevated to a HR Business Partner or the Associate Relations Center of Excellence to review details, conduct an investigation and attempt to resolve the issue.

While the Company will endeavor to maintain the confidentiality of a concern reported by an associate, it may not be possible for the Company to do so in every circumstance. For example, in order to resolve a concern it may be necessary for the Company to conduct a workplace investigation during which the details of the particular concern may need to be disclosed to the affected/implicated workplace parties or witnesses. In addition, associates may be requested to maintain confidentiality where critically necessary to protect a witness, avoid tampering/destruction of evidence, or to prevent a cover-up.

Associates can use the Open Door Policy without fear of retaliation. Any person who attempts to deter or deters an associate’s attempt to escalate a concern, or who retaliates against an associate in any way for using the Open Door Policy, will be subject to corrective action.

Associates are not required to use the Open Door Policy prior to initiating arbitration, but are encouraged to do so.

Business Abuse and Compliance Helpline

If the issue is one involving a claim of discrimination, harassment, retaliation, or failure to accommodate, the associate should follow the reporting mechanism defined below in “How to Report Violations of the EEO or Harassment Policies.”

Associates and others are encouraged to report issues or concerns involving illegal or dishonest fraudulent activity or compliance with laws, regulations, or Company policies, including the Company’s Code of Ethics, to the Company Business Abuse and Compliance Helpline (NetClaims) at 1-888-88-SEE-IT (1-888-887-3348).

Associates who contact NetClaims may do so anonymously, and all information received through NetClaims will be kept confidential to the extent possible. However, disclosure may be necessary where required by law or where needed to investigate and adequately respond to a complaint, concern or allegation. The Company will not retaliate against any associate who makes the Company aware of concerns the associate may have about unlawful activity, activities contrary to Company policy or activities which otherwise amount to improper conduct. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, poor work assignments, and threats of any type.

How to Report Violations of the EEO or Harassment Policies

It is essential that anyone who observes or is the subject of inappropriate conduct report the conduct so that the Company can respond. Options are available to associates who may have concerns about inappropriate workplace behavior. If the associate is comfortable

doing so, he/she may ask the harasser to stop the offending behavior. The offender may not realize the behavior is offensive. Often, merely telling the offender will stop the conduct.

If the conduct does not stop after confronting the offender, or the associate is not comfortable addressing that person, the associate should immediately report his/her concerns to any of the following resources:

- Associates may report the conduct to their managers or, if not comfortable doing so, to the next higher manager.
- Associates may report the conduct to the HR Solutions Group at 1-866-431-8484 or HRSolutions@LuxotticaRetail.com.
- Associates may report the conduct to their HR Business Partner.
- Associates may report the conduct to NetClaims at 1-888-88-SEE-IT (1-888-887-3348).

Associates may be asked to provide a written description that includes details of any incident(s), names of individuals involved, and names of any witnesses.

Associates have a duty to cooperate in the Company’s investigation of alleged inappropriate conduct, except where a Company investigator informs you that your cooperation is voluntary. Failing to cooperate, intentionally withholding material information, or deliberately providing false information during an investigation violates this policy and may subject an associate to corrective action.

When deemed necessary, associates or others may be separated during the investigation, and an alleged harasser (or other persons) may be suspended pending the outcome of the investigation. If the alleged harasser is a vendor representative or a temporary staff person, the Company may request his/her temporary removal from the assignment pending the outcome of the investigation.

If the Company determines that an associate has violated this policy, he/she will be subject to corrective action. If a vendor representative or temporary staff person violates this policy, the individual may be prohibited from performing future services for the Company.

Associates with questions or concerns about the process, or about an ongoing or completed investigation, should contact the HR Solutions Group at 1-866-431-8484 or HRSolutions@LuxotticaRetail.com.

Associates who use the above reporting mechanisms are expected not to abuse them. False reporting is strictly prohibited. Any associate who intentionally makes false or misleading allegations will be in violation of Company policy, and may be subject to corrective action.

DATING AT WORK/INAPPROPRIATE RELATIONSHIPS

The Company expects managers to maintain professional work relationships with their subordinates. Accordingly, dating and romantic relationships between managers and subordinates are prohibited, and managers are encouraged to refrain from excessive non-work related socialization with subordinates due to the negative impact it may have on the workplace. Further, associate dating and romantic relationships at any level are not encouraged. Associates who elect to date or become romantically involved with other associates do so with the understanding that the relationship may be subject to review by the Company. If any negative impact on the workplace occurs due to a dating or romantic relationship between associates, including actual or perceived favoritism, distraction, fighting or other inappropriate behavior, the Company will treat such conduct as a performance issue.

Examples of prohibited dating/romantic relationships include:

- Store level managers and supervisors may not date anyone who works at their store location(s).
- Field managers may not date anyone who works in their zone or region.
- Vice Presidents may not date anyone in their group or department.
- Cincinnati Service Center Directors and above may not date anyone in their department.

The Company reserves the right to prohibit dating in other situations where the Company determines that a romantic relationship may be detrimental to the Company’s business interests.

If a dating or romantic relationship between a manager and subordinate exists or develops, the participants are required to report their relationship to the manager’s manager and the HR Business Partner. The Company may decide to place one of the participants outside the reporting relationship. If alternative placement is not feasible or not in the Company’s best interests, termination of employment may be necessary. Managers and subordinates who misrepresent, hide, or fail to promptly disclose any such relationship may be subject to corrective action.

If an associate knows that he/she is being considered for a job change such as a promotion or transfer or has requested a job change, he/she must disclose whether the proposed change would result in a violation of this policy. The Company may decline to authorize a job change to prevent a violation of this policy.

EMPLOYMENT OF RELATIVES/COHABITATION

The Company recognizes the natural desire of associates to assist their family members, as well as others with whom they have intimate relationships, to seek careers with the Company. This policy is established to protect the Company and its associates from problems that might arise where it employs associates who share these types of relationships, such as actual or perceived conflicts of interest and favoritism.

For purposes of this policy, the term “related” shall apply to the following relationships whether they are established by blood, marriage (“in-law” relationship) or other action: father, mother, son, daughter, brother, sister, grandparent, grandchild, aunt, uncle, niece, nephew, cousin, spouse, domestic partner or similar relationship. The term “cohabitator” or “roommate” applies to anyone with whom a residence is shared.

The following guidelines are to be followed with respect to employment of family members, cohabitating associates, and associates who share similarly close, intimate relationships:

Direct Reporting Relationship

Related or cohabitating associates may not report directly to each other.

Associates Reporting to the Same Manager

Related associates may not report to the same manager unless they work at different locations or in different departments. No associate in a management position may have a cohabitator/roommate working in his or her area of responsibility.

Where such situations exist or develop in the future through promotion, transfer, marriage, housing changes or other action, one of the associates must transfer, resign or make a housing change within a timeline set by the Company, not to exceed 90 days after the relationship or roommate status is established. Associates have an ongoing obligation to advise management promptly of changes in relationship or roommate status. At its discretion, the Company may modify the job duties of specific associates to address situations in which the exercise of that job duty may conflict with the spirit of this policy, even though there is not a direct reporting relationship.

IMMIGRATION LAW COMPLIANCE

The Company is committed to full compliance with applicable federal and state immigration laws. These laws require that all applicants and associates establish and maintain proof of their legal right to work in the United States as a condition of employment. Every associate must provide satisfactory evidence of his/her identity and legal authority to work in the United States no later than three business days after he/she begins work. If an associate’s immigration status changes during the course of employment, the associate must notify his/her manager prior to the change, and complete all necessary documentation to demonstrate continued authorization to work in the United States for the Company.

DRUG AND ALCOHOL FREE WORKPLACE

The Company is committed to providing a safe and productive workplace for our associates and customers.

The following is prohibited while on Company property, time (including meal periods and rest breaks), or while on Company business:

1. Use, abuse or being under the influence of:
- Illegal drugs (including marijuana and marijuana products prescribed for medical use, which is prohibited in the workplace under federal law)

• Illegal chemicals

• Legal chemicals for any unintended purpose

• Prescription drugs, for any purpose other than is prescribed or by anyone other than the person to whom it is prescribed

• Alcohol (except as authorized at certain designated Company events)
2. The purchase, sale, transfer, possession, manufacture or distribution of illegal drugs, prescription drugs (other than legal purchase or possession by the person to whom it is prescribed), illegal chemicals or legal chemicals for any unintended purpose.

If the Company determines that an associate engaged in these prohibited behaviors, he/she may be subject to corrective action.

This policy applies to associates as well as applicants for employment with the Company. It is an associate’s responsibility to notify management when taking any prescription medication that might affect job performance. The associate is to inform his/her manager of the possible effects of the medication; however, he/she should not disclose any diagnosis or underlying medical condition.

Known Violations



If an associate knows of another associate’s violation of this Policy, it is the associate’s responsibility to immediately notify his/her manager or the manager on duty, or to contact the HR Solutions Group at 1-866-431-8484, or HRSolutions@LuxotticaRetail.com.

Drug and Alcohol Testing

The Company reserves the right to test applicants for employment, and in certain situations, test associates for evidence of drugs and/or alcohol. A positive test, or refusal to test, may result in withdrawal of a candidate’s contingent offer of employment, or corrective action for associates.

WORKPLACE VIOLENCE AND WEAPONS

Luxottica is firmly committed to providing a safe workplace that is free from acts of violence or threats of violence. Luxottica prohibits acts of violence, and threats of violence associated with the Company or its associates, whether explicit or veiled, verbal or written. Further, the Company prohibits the possession, storage and use of firearms, ammunition and other dangerous items that may be considered a weapon on Company property, except as permitted by state or local law.

Associates should immediately report any real or imminent violence, threats of violence, or coercion against themselves or others (including threats to harm oneself), and weapons concerns to a manager, or the HR Solutions Group at 1-866-431-8484, or HRSolutions@LuxotticaRetail.com. A full investigation and appropriate course of actions will follow any good faith reports of violence, threats of violence or weapons in the workplace. This policy applies to all associates, and failure to adhere may result in corrective action.

SMOKING AND TOBACCO USE

The Company is dedicated to providing a healthy, comfortable and productive environment for our associates. Luxottica is a non-smoking organization. Smoking (including the use of e-cigarettes and similar vapor devices) and the use of tobacco products is prohibited in all stores, field locations, service facilities, Company sponsored meetings and events, and in Company vehicles that are occupied by more than one person. All associates, customers and visitors are expected to comply with this policy.

DRESS CODE

Professional relationships with customers, coworkers and vendors are vital to the Company’s business. An associate’s appearance plays an important part of building that relationship. Dress code requirements will vary depending on the particular requirements of an associate’s job and workplace; however, all associates are expected to be well-groomed, practice good hygiene and project a professional image.

Associates who violate the dress code applicable to their work location may be sent home and/or subject to corrective action. Questions and requests for dress code accommodations, including to reasonably accommodate an associate’s sincerely held religious beliefs, should be directed to the associate’s immediate manager or the HR Business Partner assigned to the associate’s work location.

Store Locations

Associates must follow the dress code guidelines applicable to their position and brand, which may change from time to time.

Cincinnati Service Center (CSC)

Associates are permitted to dress for their day. When representing the Company in meetings with external parties, business formal or business casual attire is required. On other days, smart casual attire such as dress/polo shirts and fashionable jeans are acceptable.

PERSONAL DATA PROTECTION

Personal information covered by this policy, whether in paper or electronic form includes, but is not limited to, an individual’s name, or first initial and last name, used in conjunction with one or more of the following types of information, in any combination:

- Social Security number
- Driver’s license number or state-issued identification card number
- Home address
- Non-Company telephone numbers and email addresses
- Date of birth
- Financial account numbers
- Credit or debit card numbers or related security codes

- Passport number
- Medical information (including that governed by HIPAA)
- Luxottica identification
- Luxottica passwords
- Alarm codes
- Beneficiary or emergency contact information

This policy does not prohibit non-supervisory and non-managerial associates from communicating about their employment conditions or sharing information for the purpose of engaging in activities protected by the National Labor Relations Act.

It is essential that associates protect the confidentiality of sensitive personal information of customers, patients, applicants and associates, and safeguard such information contained in Company records or other data. Associates are expected to be knowledgeable of and comply with all Company HIPAA policies and procedures, which may be found on Luxottica’s intranet, or your brand-specific online communications channel. Social Security numbers must be given particular protection. No associate or customer Social Security number may be publicly posted or displayed in any way that communicates or makes the number publicly available. Social Security numbers may not be printed on any card required for the individual to access Company products or services. They also may not be required to be transmitted over the internet without appropriate encryption, required to access a Company website, or printed on any materials to be mailed to an individual, unless required by state or federal law. A Social Security number may, however, be included in applications and forms sent by mail as part of an application or enrollment process, as long as the number is not visible from the outside of an envelope.

Access to Personal Data and Security Precautions

Access to personal information, as defined above, is limited to those associates who require such access to perform their job duties. Associates who have access to personal data are expected to ensure, to the extent practicable, the confidentiality and security of that information and to take reasonable security measures to protect the information from unauthorized access, destruction, use, modification or disclosure.

Despite the close working relationship between associates and subleasing optometrists or ophthalmologists, no associate should handle a subleasing doctor’s patient file or data unless it is with the specific permission of the doctor or pursuant to a Business Associate Agreement and in the course of treatment.

Unauthorized access, destruction, use, modification to, or disclosure of personal information regarding any current or former customer or associate of the Company for any improper, unlawful or non-business purpose is strictly prohibited. As used herein, unauthorized access means any intentional effort to discover, review or obtain personal data for any improper, unlawful or non-business purpose. Unauthorized disclosure means publishing or providing personal data to any person or entity for any improper, unlawful purpose or any purpose not related to the Company’s business.

Examples of reasonable security precautions that should be taken with respect to personal information covered by this policy include, without limitation:

- Taking reasonable steps to destroy records containing covered personal information once the record is no longer required to be retained by shredding or erasing the record, or by any other means which makes the information unreadable or undecipherable, in accordance with federal, state, and local record retention requirements (where applicable).
- Storing documents containing personal data in locked file cabinets.
- Ensuring that computers containing personal data are password protected and locked when not in use.
- Ensuring documents containing personal data are not left unattended.
- Verifying that persons requesting personal data are entitled to receive the information.
- When computer equipment or electronic media that contain personal data are to be discarded, contacting the IT Department for disposal assistance.
- Any personal information disclosed pursuant to a contractual arrangement with a third party, and after consultation with the Legal Department, must require the third party to agree contractually to implement and maintain reasonable security practices and procedures to protect the personal information from unauthorized access, destruction, use, modification or disclosure.

Reporting

All associates are expected to immediately report any instances of identity theft, or any instance of unauthorized access, destruction, use, modification or disclosure of covered personal information, including any security breach of an electronic system that contains covered personal information. Associates should immediately report known or suspected conduct to their manager, their manager’s manager, or contact the NetClaims line at 1-888-88-SEE-IT (1-888-887-3348). Failure to report any such instances may result in corrective action. Additional information about the Company’s policy on electronic information protected by the Health Insurance Portability and Accountability Act (“HIPAA”) may be found in the ePHI agreement contained in this Guide and the Company’s HIPAA policies and trainings located on Luxottica’s intranet, or your brand-specific online communications channel. If an associate does not have access to the intranet or brand communications channels, he/she may request a copy of the policy from their manager.

☒ I acknowledge that I have had the opportunity to review the above section(s) of the Associate Guide - Part I (Hiring and Work Practices).  
NOTE: You will not be permitted to sign and submit the mandatory Associate Guide Acknowledgement on the last page until you select this checkbox.

Associate Guide (Part II)

Protection of Company Assets

ASSET PROTECTION

Asset protection is everyone’s responsibility. As an associate, it is your duty to prevent, identify and report known or suspected asset protection concerns such as theft, shoplifting or shrinkage.

To report an asset protection issue, or for asset protection questions, contact the appropriate Asset Protection Manager, or call the NetClaims line at 1-888-88-SEE-IT (1-888-887-3348). Never jeopardize your safety or the safety of other associates and customers by pursuing, apprehending or detaining a shoplifter.

MANAGEMENT OF BUSINESS RECORDS

All Company records must be managed in accordance with applicable Luxottica record retention schedules and policies, which are available on Luxottica’s intranet, or your brand-specific online communications channel.

USE OF COMPANY PROPERTY

Items furnished by the Company for use by associates remain the property of Luxottica. Limited use of Company phones for personal use is permitted (see Mobile Devices in this Guide for more information). Examples of misusing Company property include: personal use of copiers, Federal Express, UPS, postage, long distance telephone calls and excessive personal use of Company cell phones and mobile devices.

CORPORATE INFORMATION TECHNOLOGY AND DATA SECURITY

Technology is an essential component of our business operations. As we continue to utilize technology and communicate electronically, it is imperative that associates’ use of technology and electronic communication systems complies with Company expectations and standards. All Company Technology Resources (CTR), including but not limited to Luxottica provided computers, electronic devices, systems, networks and other hardware/software applications (including those that allow you to connect to Luxottica networks or access data from a personal device) are Company resources which are to be used for direct, business-related and management-approved activities. Acceptable activities relate to each associate’s unique job duties and responsibilities. Limited non-business use of CTR is permitted, subject to the requirements set forth below.

All current and future Luxottica policies, as well as state and federal law, apply to the use of CTR. These include, but are not limited to, Luxottica’s Harassment Free Workplace, Workplace Violence and Weapons, Personal Data Protection, Social Media, and Solicitation and Distribution policies, as well as the Code of Ethics. At no time may associates or others who use CTR:

- Abuse or use of defamatory, vulgar, menacing or physically threatening language toward customers, vendors, other associates or any other person or entity.
- Make discriminatory statements, including disparagement of others based on race, color, gender, national origin, religion, age, disability, sexual orientation, gender identity or expression, citizenship, veteran or military status, marital status, pregnancy (including unlawful discrimination on the basis of a legally protected pregnancy or maternity leave), genetic information, or any other characteristics protected by law.
- Make statements regarding or otherwise disclose trade secrets, confidential information or other proprietary information.<sup>[1]</sup>
- Make statements that might constitute sexual or other harassment under the Company’s Harassment Free Workplace policy.
- Access or transmit links to sites that contain profane, pornographic, violent or other patently offensive material.

The Company requires the appropriate use of all Company assets, including CTR and electronic files. Electronic files (including email and web pages accessed on the internet) are considered Company records, and may be regarded as legally equivalent to Company files and records in paper form.

Protection of Company assets, confidential Company information, and safeguarding CTR against viruses and intruders, are critical. For these reasons, associates and others who are granted access to CTR must comply with the following:

1. Email messages that contain confidential Company information must be encrypted before transmission. The Company will provide authorized encryption tools, as associates are never authorized to employ their own encryption methods or key outside the control of IT Security.
2. Use only Company internet and email services provided by the IT Department when conducting Company business.

- 3. Do not download or install software including, but not limited to, browsers, plug-ins, file-sharing software, FTP clients or any other software package or software upgrade without prior authorization from your local IT Service Desk or IT Security.
- 4. Always use software and hardware in accordance with applicable license or lease agreements. No software or related documentation licensed to the Company may be copied or shared with anyone else unless explicitly authorized in writing by the licensor. In cases involving multiple uses of CTR, associates are to use the software only in accordance with the license agreement.
- 5. Do not install or connect unauthorized software, hardware, personal devices (including, but not limited to, laptops, smartphones, iPads, MP3 players, and similar devices not issued by the Company for business use) or other devices to any part of the Company’s communications networks, computers, terminals or lines. Contact IT Security to determine if a device is authorized.
- 6. Limit non-business use of CTR to nonworking time (e.g., meal periods and rest breaks) and ensure such use does not preempt business needs. See below for monitoring and privacy considerations that apply to non-business use of Company technology.

Use of Company technology, whether for business, non-business, or personal purposes, is not private. Specifically:

- The Company will, in its discretion, delete any non-business information, including files, images, video and music, stored on its systems. Associates who wish to avoid permanent deletion of such materials should not store them on Company systems.
- Email accessed from or transmitted through a personal email account using the Company’s communication systems may be stored on Company systems. The Company may review such emails, and block any external email services or cloud service (non-business email, file sharing, etc.), at its discretion at any time.
- Associate email messages and internet activity may be accessed, intercepted, monitored or reviewed by the Company at its discretion, including but not limited to suspected violations of this policy or other policies. Only designated associates may monitor, autoforward or journal another associate’s email messages or monitor internet usage.
- Associates who use Company provided email accounts, internet accounts, and systems consent to the possibility that their messages and attachments, internet sites accessed, and information (in any form) downloaded or uploaded may be intercepted or monitored. All email communications on the Company’s email system remain the property of the Company. Associates should maintain no expectation of privacy in the Company’s computer systems or any information transmitted through, or stored on, such systems or other CTR.

Connecting a personal electronic device or storage device to CTR is prohibited, and associates who do so may be subject to corrective action. Associates are advised that the Company reserves the right, at any time, to (a) inspect; (b) remove Company information, and (c) analyze files, data, and data storage media that may be within, or connectable to, such devices. All passwords or security codes needed to access information stored on these devices must be made available to the Company upon request.

The Company’s not exercising its rights with respect to certain communications or files in no way modifies or waives the Company’s right to monitor other electronic communications or files.

Associates and managers are responsible for ensuring compliance with the Company’s Corporate Information Technology and Data Security policy, as well as other applicable IT Security and Data Privacy policies. Copies of these policies may be obtained from your manager or on Luxottica’s intranet, or your brand-specific online communications channel. Email and internet usage statistics will be made available to managers, including but not limited to with whom associates send and receive email, time spent on the Internet, and websites accessed. In addition, the Company periodically reviews email communications, including but not limited to, message content and size.

Questions regarding this policy can be directed to the Chief Information Security Officer at [ITCompliance@luxottica.com](mailto:ITCompliance@luxottica.com).

MOBILE DEVICES

Associates may use Company issued and/or personal mobile devices to conduct Company business, provided they follow the restrictions listed below. These devices, known as Personal Mobile Devices (PMD) and/or Company Mobile Devices (CMD) include, but are not limited to, cell phones (e.g., iPhone, Blackberry, Droid, etc.) and tablets (e.g., iPad, Kindle, etc.). Non-exempt (hourly) associates using either device for business purposes must report the time to their manager to ensure they are paid for their work time.

Unless using hands-free equipment, use of CMD or PMD to conduct Company business while operating a motor vehicle is prohibited. Associates who are charged with traffic violations resulting from the use of CMD or PMD will be solely responsible for all liabilities that result from such actions.

Associates are expected to follow Company policies and applicable law regarding the use of mobile devices. Associates who violate or abuse the Mobile Devices Policy may be subject to a withholding of CMD and/or corrective action.

Company Mobile Devices

CMD are tools which are issued to individual associates and work locations for business purposes. Lost or missing CMD must be reported immediately, and no later than one business day from the day it is lost or missing.

The following restrictions apply to CMD:

- Excessive use of CMD for personal, non-business needs and connection to the internet (including sending or receiving pictures or video, and downloading any items that violate Company policy) are prohibited; however, occasional short, personal calls/text messaging and connection to the internet is permissible.
- Associates who use CMD for personal purposes are responsible for any liability that may arise from such use, including any violation of law, regulation or policy resulting from such use.

- The Company does not pay for family plan costs.
- CMD may not be used in place of an associate’s personal landline telephone.
- Porting of cell phone numbers from PMD to CMD, or from CMD to PMD is prohibited, unless expressly authorized by the Chief Information Security Officer.

CMD issued and intended for store use only, such as iPads, may not be borrowed or removed from store locations. Lost or stolen CMD must be reported immediately and no later than one business day from the day it is lost or missing.

Personal Mobile Devices

Unless otherwise required by the Company, associates who elect to use PMD for business purposes, whether during or outside of work hours, do so voluntarily. Such use must comply with the following:

- PMD are prohibited on the sales floor, in the lab, and other restricted access areas, unless being used for business purposes, as authorized by the associate’s manager.
- Do not connect PMD to Company wireless Internet networks. Store networks are to be used solely for operational purposes using CMD.
- The Company will not reimburse for data or internet charges where an associate voluntarily chooses to use a PMD instead of an accessible, non-mobile alternative that is available at no additional charge to you. In cases where an associate is required to use a PMD to conduct Company business, he/she must report the use to their manager to coordinate reimbursement for any costs incurred in connection with the performance of his/her work.
- Use of PMD to access third party applications or websites must comply with Corporate Information Technology and Data Security Policy requirements, as well as all other applicable Company IT policies and security protocols.
- Do not save user names and passwords used to access Company email portals, internal websites, systems and databases in PMD.
- Associates are solely responsible for any damage, loss and/or other liabilities sustained to PMD brought into the workplace or used outside of the workplace.
- Do not enter or save sensitive Company or customer information in PMD.
- Associates issued CMD will not be reimbursed for expenses incurred in connection with the use of equivalent PMD.
- The Company does not support PMD hardware or software issues.

Connecting PMD to Company information systems and networks without authorization is prohibited, and associates who do so may be subject to corrective action. Associates are advised that the Company reserves the right, at any time, to (a) inspect; (b) remove Company information; and (c) analyze files and data found within PMD connected, or attempting to connect, to the Company’s information systems.

Further, associates who use PMD to conduct Company business or violate any Company policy must, upon request by the Company, (a) provide the Company with access to information stored on the PMD and/or, where applicable, (b) provide written consent for the PMD service provider to disclose to the Company transactional information and the content of stored communications related to the Company’s business or a suspected policy violation. Refusal to comply with such requests may result in corrective action.

Questions regarding this policy can be directed to the Chief Information Security Officer at ITCompliance@luxottica.com.

USE OF COMPANY NAME/TRADEMARK

Do not unlawfully infringe on Company trademarks, service marks and logos. This does not prevent non-managerial and non-supervisory associates from using Company trademarks, service marks and logos to communicate about their working conditions. Questions regarding the proper protocol for use of Company trademarks, service marks, logos or the like may be directed to Corporate Communications at NA\_Communications@LuxotticaRetail.com.

SOCIAL MEDIA

This policy applies to all associates who communicate online on their own behalf, both during work and non-work time, and both in and out of the workplace. It also applies to associates whose core work responsibilities include online communications or are otherwise participating at the request of the Company. Note: Retail brands may have additional guidelines specific to their online media strategies.

The Company recognizes that online communications, including participation in social media, may be a part of some associates’ everyday lives. Any Company information that is subject to a Confidential Information and Non-Solicitation Agreement or Non-Disclosure Agreement cannot appear in associates’ online posts under any circumstances. Ultimately, associates are solely responsible for what they post online. Before creating online content, associates should consider some of the risks and rewards that are involved. Keep in mind that any conduct that adversely affects an associate’s job performance, the performance of fellow associates or otherwise adversely affects customers, suppliers, people who work on behalf of the Company or the Company’s legitimate business interests may result in corrective action up to and including termination.

Disclose Your Connection to the Company

Whenever endorsing the Company, or Company products or services online, associates must disclose their employment with Luxottica. Associates may not represent themselves as spokespersons for the Company, and must note that any opinions expressed are their own



and do not represent the official position of the Company. An associate’s employment connection must be disclosed regardless of the space limitations of the medium used.

Do Not Disclose Any Confidential Company Information

Disclosure of any Company confidential, proprietary,<sup>[1]</sup> or trade secret information is strictly prohibited. Any Company information that is subject to a Confidential Information and Non-Solicitation Agreement or Non-Disclosure Agreement cannot appear in associates’ online posts under any circumstances. This includes but is not limited to: strategies and plans; sales and financial results; product releases, marketing or promotions; new store designs; inventory/pricing information; and customer information. Associates should not make comments about the Company that are maliciously false or make disparaging remarks about competitors. If an associate has any questions about whether information is confidential, he/she may contact his/her supervisor or manager, Human Resources, or Corporate Communications before disclosing any such information, or err on the side of caution and not disclose the information.

Give Your Honest and Truthful Opinions

Associates should make sure they are always honest and accurate when posting information or news, and if a mistake is made, correct it quickly. Be open about any previous posts that have been altered. Remember that the internet archives almost everything; therefore, even deleted postings can be searched. Associates should never post any information and rumors they know to be false about the Company, fellow associates, customers, suppliers, people working on behalf of the Company, or competitors.

Associates should always be fair and courteous to fellow associates, customers and suppliers or people who work on behalf of the Company. Associates should keep in mind that they are more likely to resolve work-related complaints by speaking directly with other associates or by utilizing the Company’s Open Door Policy than by posting complaints to a social media outlet. Nevertheless, associates who decide to post complaints or criticism should avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, physically threatening or coercive, disparaging to customers, associates or suppliers, or that might constitute harassment or bullying prohibited by Company policies. Examples of such conduct might include patently offensive posts meant to intentionally harm someone’s reputation or posts that could contribute to a hostile work environment on the basis of race, color, gender, national origin, religion, age, disability, sexual orientation, gender identity or expression, citizenship, veteran or military status, marital status, pregnancy (including unlawful discrimination on the basis of a legally protected pregnancy or maternity leave), genetic information, or any other characteristics protected by law.

All Company marketing/advertising material must be approved by the Legal Department in accordance with Company policy.

Respect Intellectual Property Rights

Show proper respect for the laws governing copyright, fair use of copyrighted material owned by others, trademarks and other intellectual property, including the Company’s own copyrights, trademarks and brands. To minimize the risk of a copyright violation, you should provide references to the source(s) of information you use and accurately cite copyrighted works you identify in your online communications. Do not unlawfully infringe on Company logos, brand names, taglines, slogans, or other trademarks. Sensitive and personally identifiable information (such as customer and vendor names, individual Social Security numbers, protected health information, etc.) should never be cited or referenced without approval in compliance with all Company policies, laws and regulations.

You Are Personally Liable For Your Actions Online

Associates are personally liable under federal, state and local law for their actions and omissions with respect to their online communications. The Company reserves the right to hold an associate directly responsible for any claims that arise from an associate’s violation of the law, this policy or the Company’s rights. By communicating online, associates agree to protect the Company, its parents, affiliates and subsidiaries from any liability that arises out of the foregoing.

We Reserve the Right to Ask You to Remove Content

The Company will, in its discretion, review your social networking activities. Please note that this Policy applies even if your social networking is anonymous or under a pseudonym. If you do engage in such social networking, you should be aware that in appropriate circumstances the Company will take steps to determine your identity. The Company may request that associates temporarily confine their social networking to matters unrelated to the Company if it determines this is necessary or advisable to ensure compliance with securities regulations or other laws. The Company also may request that associates remove content that may violate the law or Company policies – for example, content about customers, coworkers, supervisors, the Company, vendors or suppliers that is vulgar, obscene, physically threatening, coercive, libelous, harassing or discriminatory on the basis of race, color, gender, national origin, religion, age, disability, sexual orientation, gender identity or expression, citizenship, veteran or military status, marital status, pregnancy (including unlawful discrimination on the basis of a legally protected pregnancy or maternity leave), genetic information, or any other characteristics protected by law.

Promotions, Giveaways or Contests

Online giveaways, sweepstakes and contests are subject to applicable laws, compliance with Company policies and all applicable rules and guidelines of social media sites. All Company promotions must be reviewed in advance by the Legal Department.

Using Company Systems for Personal Use

Associates should refrain from using social media while on work time or on equipment provided by the Company, unless it is work-related as authorized by your supervisor or manager. Do not use Company email addresses to register on social networks, blogs or other online tools utilized by personal use. Use should comply with all applicable IT policies and procedures.

Limitations

Nothing in this Policy will be interpreted to limit or interfere with associates’ rights under Section 7 of the National Labor Relations Act. For example, this policy is not intended to prohibit associates from discussing with others the terms and conditions of their

employment.

COMPETITIVE EMPLOYMENT

In order to protect the competitive advantage our Company enjoys and to protect the job security of our associates, the following policy must be strictly followed.

Associates cannot, under any circumstances, work for an optical competitor while employed in any capacity by the Company. An optical competitor is defined as any individual, group of individuals, company or any organization that provides retail optical products and/or services at 10 or more locations that is not owned by Luxottica. In remote market locations, the Company reserves the right to determine the definition of a competitor based on product specifics and the impact to isolated Company stores. Such an arrangement would constitute a conflict of interest and is grounds for dismissal. This policy may be waived by Director level managers or above to allow optometrists and opticians who work for the Company and another optical retailer. Any such waiver must be in writing. Waiver of this policy does not waive the associate’s responsibility to comply with all other Company policies and procedures. Any other potential or unusual conflict should be reviewed by Human Resources and the Legal Department.

Employment By Pearle Vision Franchise Stores

The Company does not control the operation of Pearle Vision franchise stores. Except as provided in this policy, associates may not work for a Pearle Vision franchise store while employed by the Company. This policy may be waived in limited circumstances where: (1) the associate’s place of employment with the Company and the Pearle Vision franchise store are more than five miles apart, and (2) the Pearle Vision Brand General Manager or his/her designee has specifically approved the associate’s employment by both the Company and the Pearle Vision franchise store in writing.

SOLICITATION AND DISTRIBUTION

Individuals not employed by the Company are prohibited from soliciting funds or signatures, conducting membership drives, distributing literature or gifts, offering to sell merchandise or services (except as previously approved by the Company for philanthropic or charitable purposes), or engaging in any other solicitation, distribution or similar activity on Company premises at any time.

The Company may authorize a limited number of fund drives by associates on behalf of charitable organizations, such as United Way or OneSight, or for associates in need. Associates are encouraged to volunteer to assist in these drives but their participation is entirely voluntary.

Managers and supervisors are prohibited from engaging in any solicitation or distribution of literature at any time, on Company premises. All other associates must comply with the following requirements. For purposes of these requirements, “working time” means the time when the person doing the soliciting or distributing, or the person being solicited or receiving the distribution, is or should be working.

- Solicitation in retail sales areas is prohibited at all times.
- Solicitation in all other areas is prohibited during the working time of either the associate making the solicitation or the associate receiving the solicitation.
- Distribution of literature or other material in sales areas, and in all working areas, is prohibited at all times. Distribution is also prohibited in non-selling and non-working areas (e.g., a lunchroom or recognized break areas) during working time.
- Off-duty associates are not allowed to access the interior or work areas of Company premises outside of their scheduled work hours, except as a customer of the Company or to attend a special Company meeting or event outside of their scheduled work hours.

The Company maintains various communication systems to communicate Company information to associates and to disseminate or post notices required by law. These communication systems (including bulletin boards, email, voicemail, facsimile machines and personal computers) are Company property designated for business purposes and should not be used in any way prohibited by this policy. In particular, bulletin boards are for the posting of Company information and notices only, and only persons designated by Human Resources or field management may place notices on or take down material from bulletin boards. The unauthorized use of the communication systems or the distribution or posting of notices, photographs or other materials on any Company property is prohibited.

All managers and supervisors are responsible for administering this policy and enforcing the provisions.

WORKPLACE SEARCHES AND MONITORING

To safeguard associates, customers, and Company property on our premises, the Company reserves the right to video monitor the workplace and to question and conduct personal searches of associates and all other persons entering and leaving Company premises, along with inspecting any packages, parcels, purses, handbags, briefcases, lunchboxes or any other possessions or articles carried to and from Company premises. In addition, the Company reserves the right to search an associate’s office, desk, locker, files or any other area or article on our premises. Inspections may be conducted at any time at the discretion of the Company.

Associates working on, entering or leaving Company premises who refuse to cooperate in such an inspection, as well as associates who after the inspection are believed to be in possession of stolen property, may be subject to corrective action.

<sup>[1]</sup> In this guide Proprietary Information does not include information lawfully acquired by a non-management employee of the Company about wages, hours or other terms and conditions of employment when used for purposes protected by §7 of the National Labor Relations Act such as joining or forming a union, engaging in collective bargaining, or engaging in other concerted activity for mutual aid or protection of laborers. Moreover, nothing herein

will be construed to prohibit a disclosure that is required by law or to prohibit an associate from making a report to a duly authorized law enforcement agency that is protected by law; provided, however, that to the extent permitted by law the associate will give Luxottica as much advance notice as is possible before such a disclosure (presumably five business days or more) so that Luxottica may take legally permitted steps to protect the Proprietary Information.

☒ I acknowledge that I have had the opportunity to review the above section(s) of the Associate Guide - Part II (Protection of Company Assets).  
NOTE: You will not be permitted to sign and submit the mandatory Associate Guide Acknowledgement on the last page until you select this checkbox.

Associate Guide (Part III)

Employment Relationship

EMPLOYMENT STATUS

An associate’s employment status is based on the number of hours the associate is expected to work on a regular basis. Employment status categories are used to determine an associate’s eligibility for certain benefits, among other things. An associate’s scheduled hours, and thus employment status, may change during the course of his/her employment as a result of personal and/or business related circumstances, and nothing in this Guide guarantees any associate a certain schedule or number of hours worked.

Full-Time: normally and consistently scheduled to work 30 or more hours per week.

Part-Time: normally and consistently scheduled to work 20 – 29 hours per week.

Casual Part-Time: scheduled to work fewer than 20 hours per week. This includes associates who normally work a few hours each week and associates who only work occasionally.

Temporary/Seasonal: hired for a short and defined period of time, regardless of the number of hours scheduled or worked.

Pay Classification

Positions are also classified as either exempt or non-exempt based on job duties.

Non-Exempt: associates are generally paid on an hourly basis, are eligible to receive overtime pay, and are required to report all hours worked.

Exempt: associates are paid a pre-determined weekly or bi-weekly base salary, regardless of hours scheduled or worked, and are not eligible to receive overtime pay.

WAGE PAYMENT

It is the policy of the Company to:

- Pay associates all compensation to which they are entitled for work performed, in compliance with applicable laws;
- Provide associates all meal and rest breaks required by law; and
- Respond to associate complaints regarding payment of wages, time reporting, breaks, etc. in a timely manner. In doing so, the Company prohibits any form of retaliation against associates who bring such concerns to its attention.

This foregoing describes some of the basic rules concerning the Company’s timekeeping and payroll procedures, as well as the steps associates should follow to ensure that they are paid properly for all time worked. Additional policies or procedures not stated in this Guide may be obtained by contacting the associate’s manager, HR Business Partner, or the HR Solutions Group at 1-866-431-8484 or HRSolutions@LuxotticaRetail.com.

NON-EXEMPT ASSOCIATES

Reporting Hours Worked

It is the policy of the Company to ensure that associates are timely and correctly paid. Non-exempt associates must accurately record the time they work each day. This includes accurately recording his/her arrival, departure, meal period times, and time for all work that

the associate performs before or after a scheduled shift, in the timekeeping system used at the work location.

Off-the-clock work is not permitted. Non-exempt associates should not start work early, finish work late, work during a meal break, or perform any extra or overtime work, including sending and receiving work-related email and text messages, unless directed to perform such work by their manager. However, all hours worked must be recorded, regardless of (1) when and where the work was performed; (2) the reason the work was performed; (3) whether or not the time was authorized by the manager; and/or (4) whether or not the hours were captured in the timekeeping system.

Misreporting time worked (by either a manager or non-management associate) is considered a serious integrity issue for which corrective action will be issued. This includes, but is not limited to, incorrectly reporting or failing to report hours worked, instructing or encouraging a non-exempt associate to work “off the clock”, improperly altering another associate’s time records, or instructing or encouraging an associate to do any of the above. All known or suspected incidents of such conduct should be reported to a manager, HR Business Partner, HR Solutions Group at 1-866-431-8484 or HRSolutions@LuxotticaRetail.com, or anonymously to NetClaims at 1-888-88-SEE-IT (1-888-887-3348).

When an associate receives his/her paycheck, it is his/her responsibility to verify immediately that his/her working time was recorded accurately and that he/she was paid correctly for all hours worked. Associates who forget to clock in/out, inaccurately record their time, or discover paycheck errors are expected to notify their manager immediately.

Overtime

Non-exempt associates are entitled to be paid overtime pay at one and a half times their regular rate of pay for all time worked over 40 hours in a work week, unless state law requires otherwise. Overtime pay is based on the number of actual hours worked. Other hours paid but not worked such as Paid Time Off (PTO), reporting time, holidays, bereavement, short-term disability, paid volunteer time, military duty or jury duty are not considered “hours worked” when calculating the hours that will result in overtime.

Managers must approve all overtime hours before an associate begins working them. While associates will be paid for all overtime hours worked, regardless of whether it was previously approved, working overtime hours without prior management approval will be considered a performance issue and may result in corrective action.

Travel and Commuting Pay

When the Company requires a non-exempt associate to travel for Company business the travel time will generally be considered paid time. Any paid travel time will be considered hours worked for the purpose of calculating a non-exempt associate’s overtime. While traveling, a non-exempt associate will be paid for any time during which the associate is performing work.

Normal commute time is not paid time. However, additional time spent commuting to a different job site, or traveling between job sites during the workday, is paid time. Likewise, time spent doing Company business before or after the associate’s shift is also paid time.

Certain states may have travel or commuting pay laws that are different from this policy, and associates are encouraged to contact their HR Business Partner for any variations.

EXPENSE REIMBURSEMENT

All associates (non-exempt and exempt) are entitled to reimbursement for expenses they incur while conducting Company business, even if the associate is not traveling during the time of the expenditure. As long as the expenditure is for the benefit of the Company, the associate will be reimbursed. Expenses may include, but are not limited to, cost of cell phone calls, text messaging, mileage when traveling locally for business, and office supplies purchased for the business location.

EXEMPT ASSOCIATES

Exempt associates generally receive a predetermined weekly or bi-weekly base salary as compensation for all hours worked in a workweek, regardless of whether the associate works more or less than forty hours in that workweek. Depending on the associate’s position, he/she may also be eligible for additional compensation. An exempt associate’s base salary will be established at the time of hire or when the associate becomes classified as an exempt associate. Base salaries are subject to review and may be changed from time to time, at the Company’s discretion.

The weekly base salary of an exempt associate will not be reduced for any week in which the associate performs work, subject to the following exceptions:

- Full-day absences for personal reasons, sickness or disability;
- Unpaid disciplinary suspensions of one or more full days for violations of a safety or workplace conduct rule;
- Partial or full day leaves of absence taken pursuant to the Family and Medical Leave Act;
- To offset amounts received as payment for jury and witness fees or military pay;
- Time not worked during the first and last weeks of employment;
- Any full work week in which the associate did not perform any work.

Full day absences for personal reasons, sickness or disability will be charged against an exempt associate’s PTO bank unless that bank is exhausted or the exempt associate requests otherwise.

An associate’s salary may also be reduced for certain types of deductions such as an associate’s portion of health, dental or life insurance premiums; state, federal or local taxes; Social Security; or voluntary contributions to a retirement plan.

PAYROLL DEDUCTIONS\*

To the extent permitted by federal and state law, by signing the Associate Guide Acknowledgment found at the end of this Guide, you hereby authorize Luxottica, or its designated third party payroll administrator, to deduct money from your wages, including your final paycheck upon termination, for any of the following reasons:

1. Your share of the premiums for Luxottica’s group medical/dental plan;
2. Any contributions you may make into a retirement or pension plan sponsored, controlled, or managed by Luxottica;
3. Any overpayment of wages or expenses for any reason;
4. Any loans or wage advances given to you by Luxottica;
5. Repayment of tuition paid by Luxottica if you voluntarily separate from the Company before the end of the time period stipulated in your tuition repayment agreement;
6. The cost of repairing or replacing any Company supplies, materials, equipment, money, or other property that you may damage (other than normal wear and tear), lose, fail to return, or take without appropriate authorization from Luxottica during your employment;\*\*
7. Administrative fees in connection with court-ordered garnishments or legally-required wage attachments of your pay, limited in extent to the amount or amounts allowed under applicable laws; and
8. The value of any PTO that you use before it is accrued, upon either a change to part-time status or your termination of employment.

Colorado and North Carolina associates only: associates in these states may revoke this agreement at any time by contacting the HR Solutions Group at 1-866-431-8484 or HRSolutions@LuxotticaRetail.com.

\*This section does not apply to associates working in AK, CA, IL, IN, MD, MI, MN, NH, NV, NY, OK, OR, PA, PR, RI, VA, WA, WI, or WV.

\*\*Paragraph 6 does not apply to associates working in AR, DC, DE, HI, IA, KS, KY, MA, ME, NJ, OH, UT, or VT.

REPORTING PAYROLL ERRORS AND QUESTIONS

The Company works hard to ensure that all associates are paid correctly, but mistakes can happen. When the Company learns of mistakes we will promptly make any corrections necessary. Please review each paycheck and pay stub received to make sure your pay is correct. If an associate believes that his/her pay does not accurately reflect hours worked, or contains any improper deductions, or if the associate has any questions about his/her paycheck or pay stub, the associate should promptly report the matter to his/her manager, HR Business Partner or contact the HR Solutions Group at 1-866-431-8484. He/she can also email HRSolutions@LuxotticaRetail.com or call the NetClaims line at 1-888-88-SEE-IT (1-888-887-3348).

Every report of improper pay will be investigated, and the Company will ensure that an associate promptly receives the pay to which he/she is entitled. The Company will not permit any form of retaliation against individuals who make good faith reports of alleged violations of this policy, or who cooperate in the Company’s investigation of such reports, even if the reports do not reveal any errors or wrongdoing. Any form of retaliation in violation of this policy will result in corrective action.

DIRECT DEPOSIT

Associates may elect to have some or all of their pay deposited into their bank account by direct deposit, up to a maximum of eight accounts. The direct deposit accounts do not need to be at the same bank and associates may choose Members Trust Federal Credit Union as one of their direct deposit locations. Please see the Benefits section in this Guide for more information about the Members Trust Federal Credit Union.

The use of the Company direct deposit option is voluntary. Please see instructions provided at time of hire for information on how to set up direct deposit.

WORK SCHEDULES

The Company schedules associate work time in accordance with operational needs. Although associate preferences may be considered when feasible, operational needs will always take precedence. At times, business needs and operational requirements may require last-minute scheduling adjustments.

- The work week begins each Sunday at 12am (midnight).



- Associates are responsible for obtaining and adhering to their work schedules.
- Managers will give advance notice of a change in the associate’s work schedule, unless unforeseeable circumstances prevent him/her from doing so.
- Managers have the right to require an associate to clock out earlier than scheduled depending upon the needs of the business in compliance with local law.
- Under normal circumstances, an associate will not be scheduled to report to work with less than eight hours off after the completion of a prior work period.

ATTENDANCE

Associates are expected to be at their work area ready to begin work at their scheduled time. Unscheduled absences and tardiness place an unfair burden on the business and co-workers. All unscheduled absences and tardiness are monitored and recorded, regardless of the reason. Managers will track excessive absenteeism and/or tardiness and the appropriate corrective action may be issued. For questions and guidance on attendance related issues, refer to your brand/location’s attendance policy. You can also call the HR Solutions Group for assistance at 1-866-431-8484, or email [HRsolutions@LuxotticaRetail.com](mailto:HRsolutions@LuxotticaRetail.com).

If an associate knows he/she cannot make it in to work or will be late, the associate must call his/her manager, or the manager on duty, as soon as possible, but at least one hour prior to his/her scheduled start time. The call must come from the associate, unless emergency circumstances prevent the associate from doing so. Text messaging is not an acceptable form of communication to the manager, nor is a call to anyone but the associate’s manager or the manager on duty. Failure to notify management in accordance with this policy may be considered an unscheduled absence or tardiness, and may result in corrective action. Absences or tardiness that results in a late store opening may result in corrective action.

Paid Time Off (PTO) may be deducted for tardiness at the discretion of the associate’s manager. Only scheduled and pre-approved PTO hours/days and absences that qualify as a Leave of Absence (LOA) will be regarded as excused.

Absence from work for two consecutively scheduled workdays without notification and/or leaving the work site prior to the end of the scheduled workday without manager approval is “job abandonment” and will be considered a voluntary resignation. In both instances, the associate will be ineligible for rehire.

ATTENDANCE AND PAY DURING EMERGENCY CLOSINGS

If an associate’s workplace cannot open for business and/or is unable to provide work to the associate because of an emergency that causes a temporary store, kiosk or facility closing, associates will receive full pay for the hours they were scheduled to work, at the associate’s regular hourly rate, if one of the following conditions is met:

1. The associate reported to work at their scheduled starting time.
2. The Company was unable to provide the associate with at least 12 hours advance notice of the store/facility’s closing. Notice of 12 hours or more constitutes a “schedule change” and no pay is due, even if the associate reported to work.

If an associate’s workplace closes during the day, any associate working at the time of closure will be paid for scheduled hours. If the workplace is open for business, but the associate is unable to report to work because of a natural emergency (a natural emergency is defined as an Act of God, out of control of the associate or the Company), the associate can elect to do one of the following:

1. Deduct the time missed from PTO, if available.
2. Take the time as an unpaid excused absence, as long as the associate followed proper notice and call-in procedures. Failure to call in may result in an unexcused absence.

The Company will comply with all applicable state and local laws pertaining to emergency closings and, to the extent this policy conflicts with any state or local law, such law will supercede this policy.

MEAL PERIODS AND REST BREAKS

All associates are expected to take scheduled meal periods and rest breaks.

Scheduling of meal periods and rest breaks is somewhat flexible; however, meal periods cannot be combined with other paid breaks. Additionally, meal periods and rest breaks should be scheduled no sooner than one hour after the start and no later than one hour before the end of a scheduled shift, and should not be scheduled back-to-back. Associates must remember to notify their manager and/or another authorized associate before leaving the workplace for meal periods and rest breaks. Associates working in a location with single coverage staffing may be permitted to take their meal periods and rest breaks as paid, on-duty breaks in the store.

Meal period and rest break policies vary under state laws and by brand. The following guidelines apply to the associate’s work location, unless a state law governing the associate’s work location is more generous. For information and guidance regarding state specific meal period and rest break requirements, contact your manager or the HR Solutions Group at 1-866-433-8484 or [HRsolutions@LuxotticaRetail.com](mailto:HRsolutions@LuxotticaRetail.com). For California meal period and rest break requirements, please see the California Addendum found in this Guide.

Meal Periods

Associates who work six or more hours will receive one 30-minute, unpaid meal period (unless state law mandates a more generous meal period). Associates must clock out at the beginning of their meal period, and clock in when they return. Meal periods should be

taken away from customer service areas (i.e., in a store break room or off premises), although exceptions may apply for single coverage locations.

Rest Breaks

Unless state law mandates more generous rest breaks, the following rest break guidelines apply:

- Associates who work fewer than four hours are not entitled to a rest break.
- Associates who work four or more hours, but fewer than eight hours, should take one 15-minute paid rest break.
- Associates who work eight hours, but fewer than 10 hours, should take two 15-minute paid rest breaks.
- Associates who work 10 or more hours should take three 15-minute paid rest breaks.

TRANSFERS

To be eligible for a voluntary transfer (i.e., associate initiates transfer request) between work locations or departments, associates must meet all of the following criteria:

- Have been in his/her position for a minimum of 12 months.
- Meet the minimum requirements of the position as indicated on the job description.
- Have a satisfactory employment record as indicated by the most recent performance review.
- Have no corrective action on file for the preceding 12 months of employment.
- Business needs dictate need for transfer.

Exceptions may be made on a case by case basis based on operational needs. The Company reserves the right to involuntarily transfer associates based on operational needs.

PERFORMANCE MANAGEMENT

Ongoing performance feedback is an important element in assisting associates to improve their performance, develop their careers and achieve success with the Company. Managers should regularly provide direction to associates in order to help them meet the performance and behavior expectations of the Company. This may involve positive and constructive feedback, as well as discussions that provide the associate with specific actions the associate is expected to take, in order to improve performance or correct unacceptable behavior.

As part of ongoing performance management, managers may, at times, utilize the Company’s Corrective Action Process. The Corrective Action Process is designed to accomplish three objectives:

1. Hold associates accountable for unacceptable behavior/performance;
2. Change unacceptable behavior/performance; and
3. Provide documentation on behavior/performance issues for future reference.

There are several tools that a manager may use to address unacceptable behavior or performance. These tools are intended to be flexible and used by management as deemed appropriate to the circumstances. They are not intended to be a rigid set of steps that must be followed in every situation or in any particular order. It is up to management to determine how and when these tools will be used. They include:

- Informal coaching.
- Corrective action discussion, documented in the associate’s file.
- Performance Improvement and/or Action Plans, which provide detailed guidance on areas in which an associate must improve performance or behavior.
- Corrective Action Record (CAR). The CAR is a more formal discussion with a written document that outlines the unacceptable performance and/or behavioral issues and the expectations of the associate going forward.
- Termination.

The Company may use whatever corrective action method it believes will effectively address the particular performance and/or behavior issue or policy violation. Some behaviors, actions or violations may warrant immediate termination of employment without any

prior corrective action. The following are examples of the types of conduct (“Principles of Conduct”) that may warrant immediate termination, though the list is not all-inclusive:

- Violation of the Code of Ethics or any violation of Company policy or procedure.
- Sexual or other harassment or discrimination of co-workers, customers or others in violation of Company policy.
- Acts of retaliation in violation of the law or Company policies.
- Off-duty conduct that is illegal or discredits the Company, except as prohibited by law.
- Fighting, actual or attempted bodily injury, menacing or threatening language or actions, profanity, or patently offensive, immoral or indecent conduct.
- Insubordination, including defiance of a superior, or intentional failure to perform assigned work or follow work rules.
- Falsification or unauthorized alteration of Company records or documents.
- Dishonesty.
- Failure to properly record working time.
- Abuse of meal periods or rest breaks.
- Working unauthorized overtime.
- Allowing non-associates unauthorized entry into secured areas of a store or kiosk.
- Abuse, misuse, or destruction of Company or customer property.
- Theft, unauthorized removal, or unauthorized use of Company, co-worker or customer property.
- Divulging confidential Company, associate, or customer information.
- Possession, storage, and use of firearms, ammunition, and other dangerous items that may be considered a weapon on Company property (unless a state law exception applies).
- Possession, using, or being under the influence of any illegal substance or alcohol while on Company property (limited consumption of alcohol at designated Company sponsored events excluded).
- Recording (by audio or video) of the workplace, including but not limited to proprietary information<sup>[1]</sup>, associates, or customers, unless authorized by the Company’s Chief Information Officer.
- Solicitation during working times or, where appropriate, in sales areas, or distribution of literature in sales or working areas, in violation of Company policy.
- Sleeping on the job.
- Unauthorized application of sales discounts.
- Failure to cooperate with an investigation, except where a Company investigator informs you that your cooperation is voluntary.
- Clocking in/out for another associate or signing another associate’s time card/documents.
- Failure to observe safety or security rules.
- Continued poor performance.
- Any other conduct deemed unacceptable by the Company.

Managers and supervisors may be disciplined for any conduct deemed inappropriate or unacceptable by the Company.

This policy will not be construed or applied in a manner that improperly interferes with associates’ rights under the National Labor Relations Act.

TERMINATION OF EMPLOYMENT

Termination of employment may be either voluntary or involuntary:

- Voluntary Termination: an associate may terminate employment by resigning, by retiring, or through job abandonment.

Job Abandonment occurs when an associate does not appear for work for two consecutively scheduled workdays without notification or leaves the work site prior to the end of the scheduled workday without manager approval. In both instances, the associate will be ineligible for rehire.

- Involuntary Termination: the Company may terminate an associate’s employment for unsatisfactory performance, violations of Company policy, lack of work, job eliminations, or any other lawful reason it deems appropriate.

Severance pay and benefits may be available to associates whose employment is terminated as a result of certain job eliminations or layoffs.

Eligibility for Rehire

Associates who terminate employment voluntarily or involuntarily may be ineligible for rehire based on the reason(s) for termination.

Questions about rehire eligibility may be directed to the HR Solutions Group at 1-866-431-8484 or HRSolutions@LuxotticaRetail.com.

RESIGNATION

If an associate resigns, he/she is expected to give the Company two weeks’ advance written notice. Failure to provide two weeks’ advance notice of resignation may result in ineligibility for rehire in the future.

RETURN OF PROPERTY, FINAL PAY, AND POST-EMPLOYMENT BENEFITS

On or before the associate’s last day of work, all Company owned property in the associate’s possession must be returned to the Company. This includes, but is not limited to: associate ID cards, keys, laptop computers, cell phones and mobile devices, and any other Company property.

Associates should consult their manager regarding final pay arrangements and the termination of the associate’s benefits. The Company will send all applicable paperwork to the associate’s last current address on file, approximately two to three weeks after his/her last day of work. Final pay will be paid on the next scheduled payday following termination, except where otherwise required by law. Paid Time Off (PTO) will be paid out to terminated associates in their final paycheck or in a separate paycheck following their final paycheck, depending on the state where the associate works.

PERSONNEL FILES

Personnel files are the property of the Company and are maintained confidentially, with access permitted only to those with a business need. Current and former associates who wish to review their personnel file will be granted access where required and in accordance with applicable law. To request access to your personnel file, please submit a written request to the HR Solutions Group at HRSolutions@LuxotticaRetail.com.

EMPLOYMENT VERIFICATION AND REFERENCES

The Company utilizes a third party automated service that provides current and former associates with the ability to provide proof of their employment (position held and dates of employment) or income. Associates may visit www.TheWorkNumber.com to obtain proof of employment or income.

Any manager who receives a request for a reference, including online requests via LinkedIn or any other social or professional networking website, should direct the individual to< www.theworknumber.com or 1-800-367-5690,Lux Code #11567. Under no circumstances will positive or negative comments be made about an associate’s past performance or reason for leaving.

Managers and supervisors must refer any further requests by prospective employers, recruiters, credit bureaus, etc., to the HR Solutions Group by calling 1-866-431-8484 or emailing HRSolutions@LuxotticaRetail.com.

<sup>[1]</sup> In this guide Proprietary Information does not include information lawfully acquired by a non-management employee of the Company about wages, hours or other terms and conditions of employment when used for purposes protected by §7 of the National Labor Relations Act such as joining or forming a union, engaging in collective bargaining, or engaging in other concerted activity for mutual aid or protection of laborers. Moreover, nothing herein will be construed to prohibit a disclosure that is required by law or to prohibit an associate from making a report to a duly authorized law enforcement agency that is protected by law; provided, however, that to the extent permitted by law the associate will give Luxottica as much advance notice as is possible before such a disclosure (presumably five business days or more) so that Luxottica may take legally permitted steps to protect the Proprietary Information.

☒ I acknowledge that I have had the opportunity to review the above section(s) of the Associate Guide - Part III (Employee Relationship).  
NOTE: You will not be permitted to sign and submit the mandatory Associate Guide Acknowledgement on the last page until you select this checkbox.

Associate Guide (Part IV)

Work Environment

SAFETY, HEALTH AND ENVIRONMENTAL

The Company is committed to providing a safe, healthy and environmentally responsible workplace. To help the Company accomplish that goal, all associates are required to learn and adhere to established health and safety policies, procedures and guidelines. Potential workplace hazards must be reported to management immediately, and work-related incidents, injuries and illnesses must be reported promptly and accurately.

OCCUPATIONAL INCIDENTS, INJURIES, AND ILLNESSES

The Company takes work-related incidents, injuries and illnesses seriously. Regardless of the severity, all work-related incidents, injuries and illnesses must be reported to the manager for both the associate’s protection and for the purpose of complying with applicable law. Associates must obtain from their manager and complete an Occupational Incident/Injury/Illness form immediately following any work-related incident, and it is imperative to report any such incident, injury, or illness immediately, and no later than 24 hours, of its occurrence. Associates who fail to report, or who do not promptly report work-related incidents, injuries, or illnesses, may be subject to corrective action.

If an associate misses work due to an occupational incident, injury or illness, the associate must provide a written statement from an approved workers’ compensation health care provider prior to returning to work.

LEAVES OF ABSENCE

A leave of absence is defined as an unpaid approved absence from work for the reasons specified in the policies below. See each of those policies for a more complete definition of each type of leave of absence and the eligibility for each leave.

Certain states and local jurisdictions may provide additional types of leave that are not included in this Guide. The Company complies with all applicable leave laws. PTO, as defined in this Guide, may not be used immediately prior to or after a leave of absence to extend an associate’s leave.

Associates who do not return to work upon their scheduled return, or who have not received an approved extension of leave, will be considered to have voluntarily resigned from their employment.

Associates with questions about leave, and use of PTO while on leave, should contact Leave Administration at 1-866-431-8484.

FAMILY MEDICAL LEAVE ACT (“FMLA”)

To be eligible for FMLA leave, associates must have worked for the Company for at least 12 months and have worked at least 1,250 hours in the 12 months prior to taking FMLA leave.

Previous periods of employment with the Company within the seven years prior to taking FMLA leave can be counted to meet the 12-month service requirement.

FMLA Covered Events

The FMLA provides up to 12 weeks of unpaid, job protected leave during a single 12-month period to eligible associates for the following reasons:

- for the birth and care of a newborn child of the associate;
- for placement with the associate of a son or daughter for adoption or foster care;
- to care for a spouse, domestic partner, son, daughter, or parent with a serious health condition;
- to take medical leave when the associate is unable to work because of a serious health condition; or
- for qualifying exigencies arising out of the fact that the associate’s spouse, son, daughter or parent is a service member on federal active duty, or has been called to federal active duty status, and has been deployed to a foreign country (applies to National Guard, Reserves, and Regular Armed Forces).



Exigencies that qualify for leave include:

- Military events and related activities
- Childcare and school activities
- Financial and legal arrangements
- Counseling
- Post-deployment activities
- Additional activities related to the active duty or call to active duty when agreed to by the Company
- Deployment with a short notice
- Rest and recuperation

The FMLA also provides up to 26 weeks of unpaid, job protected leave during a single 12-month period to eligible associates to care for a covered service member or veteran who is the associate’s spouse, son, daughter, parent or next of kin with a serious illness or injury incurred in the line of duty as a member of the Armed Forces (including National Guard and Reserves) and the service member or veteran:

- is undergoing medical treatment, recuperation, or therapy;
- is an outpatient at a military medical treatment facility;
- is assigned to a unit established for the purpose of providing command and control of members of the Armed Forces’ receiving medical care as outpatients; or
- is on the temporary disability retired list.

Definition of Serious Health Condition

A “serious health condition” is an illness, injury, impairment or physical or mental condition that involves either:

- An overnight stay in a medical care facility;
- Continuing treatment by a health care provider for a condition that either prevents an associate from performing the functions of their job or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by:

- A period of incapacity of more than three consecutive calendar days combined with either:
  - Two visits to a health care provider within 30 days of incapacity; or
  - One visit to a health care provider that results in a regimen of continuing treatment;
- Incapacity due to pregnancy or for prenatal care;
- Incapacity due to a chronic condition;
- Incapacity due to a permanent or long-term condition; or
- Absences to receive multiple treatments for restorative surgery or a condition that would likely result in a period of incapacity in the absence of medical treatment.

Definition of 12-Month Period

In order to calculate the amount of FMLA leave to which an associate may be entitled during a 12-month period, the Company will review the amount of FMLA leave, if any, taken by the associate in the 12 months immediately preceding the first date of the FMLA leave.

Requesting FMLA Leave

Associates must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days’ notice is not possible, the associate must provide notice as soon as practicable and must comply with normal call-in procedures. Associates must also inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified.

Associates who request FMLA leave are required to provide the appropriate Department of Labor Certification form(s) that correlates with the type of leave requested. Forms may be obtained by contacting Leave Administration at 1-866-431-8484. Failure to provide the proper FMLA Certification Form in a timely manner, not more than 15 days from a Company request for certification, may result in the delay or denial of leave and/or benefits, denial of reinstatement or termination of employment for unauthorized absence.

The Company reserves the right to request periodic recertification and/or a second or third medical opinion to determine the necessity of the leave, as permitted by law.

Employer Responsibilities

Leave Administration will inform associates requesting leave whether they are eligible for leave under the FMLA. If the associate is eligible, the notice will specify any additional information required as well as the associate’s rights and responsibilities. If the associate is not eligible, Leave Administration will provide a reason for the ineligibility.

If leave will be designated as FMLA-protected, the associate will be informed of the designation and the amount of leave that will be counted against the associate’s leave entitlement. If it is determined that the leave is not FMLA-protected, the associate will be notified.

Scheduling FMLA Leave

Associates must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Company’s operations. An associate is not required to take FMLA leave in one block. Leave may be taken intermittently or on a reduced schedule when medically necessary and properly documented. The Company reserves the right to temporarily transfer associates on intermittent or reduced schedule leave to positions that permit them to take such leave with limited disruptions to operations.

If an associate on intermittent or reduced schedule leave is unable to work mandatory overtime because of the leave, the missed mandatory overtime hours may be counted against the associate’s FMLA leave entitlement. Missed voluntary overtime hours will not be counted against the associate’s leave entitlement.

Pay and Benefits During FMLA Leave

FMLA leave is an unpaid leave. However, associates may be eligible to receive benefits through State-sponsored or Company-sponsored wage-replacement benefit programs. Associates may also choose to use their accrued, unused PTO while taking FMLA leave. In order to use PTO while on FMLA leave, associates must comply with Company PTO policies. PTO used during an FMLA leave runs concurrently with the FMLA leave. Associates with questions about use of PTO while on FMLA leave should contact Leave Administration at 1-866-431-8484.

During FMLA leave, an associate’s health coverage under any group health plan will be maintained under the same terms as if the associate had continued to work. Associates must pay their share of insurance premiums while on FMLA leave and will be notified of how and when to make those payments. If an associate is eligible for and receiving short term disability pay from the Company’s disability insurance carrier, the associate’s insurance premiums will be deducted from this pay. If an associate is not eligible for or not receiving short term disability pay, he/she will receive an invoice for their portion of the insurance premiums. This invoice must be paid in order for benefits to continue. If the associate does not receive an invoice, adjustment premiums will be deducted from future paychecks once he/she returns to active status. If the Company terminates the associate’s health coverage due to the associate’s failure to make premium payments, the Company will provide written notice to the associate 15 days in advance of the coverage termination date.

Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an associate’s leave.

Return From FMLA Leave

Prior to returning to work, associates on FMLA leave must provide a release to return to work from their health care provider supporting the associate’s ability to return to work, including the ability to perform their essential job functions with or without a reasonable accommodation.

Under most circumstances, associates who return to work following FMLA leave will be reinstated to the same position held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, associates have no greater right to reinstatement than if they had been continuously employed (rather than on leave). For example, if an associate would have been laid off had he/she not gone on leave, or if his/her position has been eliminated during the leave, then he/she will not be entitled to reinstatement. Further, certain “key” associates of the Company might not be reinstated to their former position. “Key” associates will be notified of their status in writing when they apply for FMLA leave.

Associates who do not return to work upon their scheduled return from FMLA, or who have not received an approved extension of leave, will be considered to have voluntarily resigned from their employment.

MILITARY LEAVE

The Company recognizes that some of its associates may choose, or be asked, to serve their country by joining the uniformed services. These associates deserve appreciation and respect from their co-workers and management when they depart for service and when they resume their civilian careers.

<p>Associates who are absent from work due to service in the uniformed services will be granted military leaves of absence as, and to the extent required by the Uniformed Services Employment and Reemployment Rights Act (“USERRA”) and any other applicable state law. To obtain such military leave, associates must notify the Company of their need for leave verbally or in writing unless military necessity prevents the giving of notice, or the giving of notice is otherwise impossible or unreasonable.</p> <p>Unless otherwise required by law, an associate’s benefits will be continued for a maximum of 30 days from the associate’s first day of leave. Thereafter, associates shall be offered the opportunity to elect to continue their benefit coverage up to 24 months at their own expense pursuant to COBRA.</p> <p><b>Paid Leave Up To 15 Days</b></p> <p>In addition, all hourly and salaried full-time and regular part-time associates who are absent from work due to service in the military are also eligible for up to 15 calendar days of paid military leave each calendar year. Full-time associates shall receive eight hours of pay for each day and part-time associates shall receive four hours of pay for each day. Any military leave of absence beyond these 15 calendar days will be unpaid, unless otherwise required by law.</p> <p>To be placed on paid military leave, an associate must provide his/her manager with a written request along with the official military orders with the beginning and end date of active duty. An associate’s health benefits will remain the same during the leave of absence and his/her portion of benefit costs will continue to be deducted from the associate’s paychecks.</p> <p>Upon return from approved paid military leave, associates must present a copy of their military release papers. Any pay received by the associate from the government for military service associated with the first 15 days of military leave shall be reimbursed to the Company unless prohibited by state law.</p> <p><b>COMPANY MEDICAL LEAVE</b></p> <p>If an associate is not eligible for medical leave for his/her own medical condition under the FMLA or state law, the associate may, at the Company’s discretion, be permitted to take an unpaid Company medical leave of absence. Associates become eligible for Company medical leave after 90 consecutive calendar days of employment. For more information, contact Leave Administration at 1-866-431-8484.</p> <p><b>PERSONAL LEAVE</b></p> <p>Personal leave may be granted at the discretion of the Company to associates who have completed six consecutive months of service. Personal leaves are unpaid; however, the associate must use any available PTO concurrently with their approved personal leave. A personal leave may be granted:</p> <ul style="list-style-type: none"><li>• For emergencies or extreme personal hardships provided the absence does not conflict with departmental/store workload; or</li><li>• When an associate needs to relocate to another store with the Company.</li></ul> <p>Personal leave of absence requests must be made in writing and approved by an associate’s manager, HR Business Partner, and Regional Manager/Department Leader (or higher level manager) prior to the effective date of the leave. A personal leave of absence will not be granted to attend school or to extend another type of leave of absence.</p> <p>Generally, an unpaid personal leave of absence may be granted for a period of up to 30 days. Extensions will be approved only in exceptional circumstances in increments of 15 days, up to a maximum of 90 days. PTO may not be used to extend a personal leave beyond 90 days. The Company reserves the right to cancel a personal leave of absence before an associate’s expected return date.</p> <p>If an associate fails to obtain an approved extension of a personal leave of absence before the approved leave period has lapsed, the Company will assume that the associate has voluntarily terminated his/her employment if the associate does not return to work within two days following the end of an approved leave.</p> <p><b>BEREAVEMENT LEAVE</b></p> <p>Full-time and part-time associates are entitled to paid bereavement leave for the death of an immediate or non-immediate family member as defined below. Full-time associates receive eight hours of pay for each day off. Part-time associates receive four hours of pay for each day off. The Company reserves the right to require documentation of the need for bereavement leave.</p> <p>An associate will receive up to three consecutive days of time off with pay for the death of an immediate family member, which includes the associate’s spouse or domestic partner, children, parents, grandparents, grandchildren and the associate’s siblings. The term immediate family member applies to the associate’s relationships, whether they are established by blood or marriage (e.g., in-law, step relationships).</p> <p>An associate will also receive up to one day of paid time off for the death of a non-immediate family member, which includes the associate’s aunt, uncle, cousin, niece or nephew. The term non-immediate family member applies to the associate’s relationships, whether they are established by blood or marriage (e.g., in-law, step relationships), and includes second or third relatives and “great” relatives.</p> <p>If a close relationship exists other than those listed, an associate may request PTO in order to attend a funeral, memorial service, wake, etc. Approval of such requests is within the discretion of the Company.</p>
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The Company will comply with all applicable bereavement leave laws of the states in which its stores and associates are located.

JURY DUTY LEAVE

Full-time and part-time associates may be eligible for paid jury duty leave. When an associate receives a court-ordered summons, he/she must notify his/her manager immediately and give him/her a copy of the jury duty summons. This will help the manager make the proper work and pay arrangements for an affected associate.

Full-time associates receive eight hours of pay for each day off and part-time associates receive four hours of pay for each day off, up to a maximum of two weeks. If a full day of jury duty is not served, the associate must report back to work. When an associate receives a government check as reimbursement for jury duty, the check must be endorsed over to the Company and forwarded immediately to the Payroll Department, unless prohibited by local law.

The Company will comply with all applicable jury duty leave laws.

TIME OFF TO TESTIFY AS A WITNESS

Full-time and part-time associates may be granted unpaid time off as needed to testify as a witness proceedings related to crimes committed against the associate. Associates must notify their manager as soon as possible of the need for time off to attend a court proceeding. If an associate needs additional time off as a result of a crime committed against him/her, the associate should contact his/her manager. They can also contact the HR Solutions Group by calling 1-866-431-8484 or emailing HRSolutions@LuxotticaRetail.com. The Company will comply with all applicable laws regarding time off to testify as a witness.

TIME OFF TO VOTE

Associates generally should attempt to coordinate voting time either before or after their regular work schedule. If an associate is unable to vote in an election during his/her non-working hours through reasonable diligence, the Company may grant up to two hours of unpaid time off to vote or additional time if required by law. Associates must request time off to vote from their manager at least two working days prior to the day of the election. Associates must demonstrate why they cannot vote during non-working hours. If time off is granted, the Company shall determine in its sole discretion the hour(s) designated as time off to vote. The Company will comply with all applicable voting leave laws.

CALIFORNIA LEAVES OF ABSENCE

California associates should refer to the California Addendum information at the end of Section V for additional leaves that apply only to associates in California.

ADDITIONAL LEAVES OF ABSENCE NOT LISTED IN THIS GUIDE

As state laws or Company policies are enacted or amended, additional types of leaves may be available to an associate. Please check with Leave Administration at 1-866-431-8484 for any additional leave type(s) that may be available for your particular need for leave.

☒ I acknowledge that I have had the opportunity to review the above section(s) of the Associate Guide - Part IV (Work Environment, Leaves of Absence).

NOTE: You will not be permitted to sign and submit the mandatory Associate Guide Acknowledgement on the last page until you select this checkbox.

Associate Guide (Part V)

Associate Benefits

This section provides an overview of the Company’s comprehensive and competitive benefit offerings. For details on benefit options and eligibility requirements, refer to specific benefit materials and the current Summary Plan Descriptions (SPD) provided during the hiring process or during Annual Enrollment for health and wellness benefits. Current SPDs can also be accessed any time through the Benefits Enrollment website, or by contacting the Luxottica Human Resource Service Center at 1-866-431-8484. If there is any conflict between the statements in this Associate Guide and an SPD, the SPD shall govern in all cases.

The Company reserves the right to modify or terminate any benefit plan or policy at any time in its sole discretion.

PAID-TIME OFF (PTO)

Rather than separate vacation time, personal time and sick time, the Company combines each of these benefits into a single category called Paid Time Off (PTO). PTO gives associates more flexibility to use paid days off from work as the associate chooses. PTO is available to all full-time US associates.

PTO Accrual and Use

PTO is accrued each pay period based on hours paid and is calculated according to an associate’s PTO service date (the most recent start date of full-time employment). Associates begin to accrue and use PTO on the first day of full-time employment and continue to accrue PTO every week that they are active and working. Hourly associates do not accrue PTO while on a Leave of Absence (LOA). PTO Accrual Schedules are as follows:

US Retail Stores Accrual Schedule:

Length of Service	Accrual Rate	Annual Maximum
0 to 1 year	0.0192 hours per hour paid	40 hours
1 year to 5 years	0.0576 hours per hour paid	120 hours
5 years to 10 years	0.0769 hours per hour paid	160 hours
10 years or more	0.0962 hours per hour paid	200 hours

Cincinnati Service Center and Field Management Accrual Schedule:

Length of Service	Accrual Rate	Annual Maximum
0 to 5 years	0.0576 hours per hour paid	120 hours
5 years to 10 years	0.0769 hours per hour paid	160 hours
10 years or more	0.0962 hours per hour paid	200 hours

Hourly associates’ PTO balance is shown on each pay stub. Associates must request approval to use PTO from their immediate supervisor as far in advance as possible. PTO will be approved in consideration of business operations. Failure to notify management when missing work constitutes an unexcused absence and may result in corrective action even if an associate has PTO available and whether or not PTO is used to cover the absence.

PTO taken is entered by the associate’s manager in the payroll system during each pay cycle. As with hours worked, it is the associate’s responsibility to ensure PTO taken is accurately reported. Salaried associates should maintain an up-to-date record of their PTO.

Borrowed PTO

Unless an associate is on a LOA, he or she may be permitted to borrow PTO before it has been accrued, creating a negative PTO balance. Effective January 1, 2015, the maximum PTO balance an associate may borrow is 40 hours. Associates whose PTO balance exceeds the maximum negative balance allowed will not be eligible to take PTO until they return to below the maximum threshold. If an associate terminates Luxottica with a borrowed PTO balance, Luxottica will withhold the borrowed PTO from the associate’s final paycheck, where permitted by law.

PTO Carryover and Payout

Although associates are encouraged to take time off throughout the year, associates may elect to carry over up to 40 hours of PTO into the next year. Any hours over 40 will be forfeited.

Note: Some associates are eligible for unlimited carryover, subject to a maximum balance limit. This applies to all full-time associates working in California and full-time associates working in Illinois who were hired prior to January 1, 2015. If an associate reaches the set maximum balance limit, they will stop accruing PTO until they take time off. Unused PTO hours will automatically carryover to their new year provided it does not cause the balance to exceed the maximum limit. For additional information on maximum balance limits, please refer to the full PTO policy that is available on Luxottica’s intranet, or your brand-specific online communications channel.

Accrued and unused PTO hours will be paid out to an associate upon either termination or a change from full-time status to part-time or casual part-time status.



Additional PTO Benefits

State or local laws may provide additional PTO benefits, including paid sick and safe time leave. For questions and more specific details regarding these and other PTO benefits, please refer to the full PTO policy on Luxottica’s intranet, or your brand-specific online communications channel. You can also contact the HR Solutions Group at 1-866-431-8484 or HRSolutions@LuxotticaRetail.com.

HOLIDAYS

Once benefit eligible, full-time and part-time associates are entitled to paid holidays and Diversity Days. Holiday and Diversity Day entitlements vary based on an associate’s brand/location and years of service. Please refer to your brand/location’s Annual Holiday Schedule for details. Casual part-time and Seasonal associates are not eligible for holiday pay.

Holidays are paid at the regular hourly wage or salary rate, unless otherwise required by state and/or local laws. Full-time associates receive a day off work with eight hours pay. Part-time associates receive a day off work with four hours pay.

To receive holiday pay, associates must work their scheduled day before and after the scheduled holiday. For an absence due to illness on one or both of these scheduled days, a doctor’s note must be provided to maintain eligibility for holiday pay.

At locations that are closed on a holiday, associates will be given the day off with full pay.

Associates who work on a holiday can take their paid holiday anytime from 30 days prior to, or 30 days after the actual holiday with supervisor approval.

Unless otherwise prohibited by state law, associates may not sell back holiday hours, and will not be paid out any unused holiday hours if the associate terminates his or her employment with the Company.

HEALTH & WELLNESS BENEFITS

Medical, Dental & Insurance Benefits

Full-Time Associates

The Company is committed to providing eligible full-time associates and their eligible dependents with comprehensive and quality benefits programs that best meet their needs. The Company’s goal is to keep the associate share of medical premiums as low as possible, while maintaining quality benefits. In fact, it is our priority to ensure that Luxottica’s benefits are competitive with the companies with whom we compete for talent.

To receive coverage, eligible associates must complete enrollment before the date specified on the associate’s benefits website home page at www.LuxotticaBenefits.com. Look for the Enroll Now module and complete enrollment by the date specified.

Associates who need to enroll in or change benefits selections due to a Qualified Status Change Event (birth, adoption, marriage, etc.) must complete enrollment with 31 days of the date of the Qualified Status Change Event.

Failure to complete or provide all required enrollment information in a timely manner may delay or impair the associate’s eligibility for benefits.

For full-time Benefit details refer to the Benefits Summary Plan Description, which can be found online under the My Enrollment Resources module on our benefits website at www.LuxotticaBenefits.com, or contact the Luxottica Human Resource Service Center at 1-866-431-8484.

Part-Time and Casual Part-Time Associates

The Company is committed to providing eligible part-time and casual part-time associates and their eligible dependents with comprehensive and quality benefits programs that best meet their needs.

To be eligible for timely coverage, enrollment must be completed within 30 days of being hired as a part-time or casual part-time associate, moving from full-time to part-time or casual part-time, or experiencing a Qualified Status Change Event.

Failure to complete or provide all required enrollment information in a timely manner may delay or impair the associate’s eligibility for benefits.

For part-time and casual part-time benefit details refer to the Benefits Summary Plan Description, which can be found online under the My Enrollment Resources module on our benefits website at www.LuxotticaBenefits.com or contact the Luxottica Human Resource Service Center at 1-866-431-8484.

SHORT TERM DISABILITY

Short Term Disability (STD) benefits provide an eligible full-time associate the ability to receive a portion of his/her pay if the associate needs time away from work for his/her own certified medical condition. The Company provides STD benefits at no cost to associates. Associates in New York, New Jersey, Hawaii, Rhode Island and California must apply for state disability benefits through the state, in addition to applying for short term disability benefits offered through the Company.

<p>Associates should contact our disability carrier to apply for STD benefits. The number can be found in the associate’s leave of absence packet, on Luxottica’s intranet, or your brand-specific online communications channel, or by emailing BenefitsDept@luxotticaretail.com. A representative from our disability carrier will work with the associate to determine if he/she is eligible for STD benefits. An associate’s health care provider will be required to submit separate medical documentation.</p> <p>Associates are not eligible to concurrently receive STD benefits and workers’ compensation benefits. For further details on the Short Term Disability Plan, associates should refer to the Summary Plan Description, which can be found online under the My Enrollment Resources module on our benefits website at www.LuxotticaBenefits.com.</p> <p><b>EMPLOYEE ASSISTANCE PROGRAM (EAP)</b></p> <p>The Company offers access* to an Employee Assistance Program (EAP) as part of our commitment to provide comprehensive, quality benefits. This benefit is provided at no cost to associates.</p> <p>EAP is a confidential, support and referral service with resources to help you maximize productivity while balancing life’s realities and challenges, such as: child care and parenting, aging parents, financial and legal concerns, work, career, emotional well-being, addiction and recovery and more.</p> <p>To access the EAP:</p> <p>U.S full-time associates: Anthem EAP, 1-800-865-1044 or www.AnthemEAP.com</p> <p>U.S. part-time associates (only if you elect the SRC Medical Plan): SRC, 1-888-772-9682 or www.src-web.com</p> <p><small>*Part-time associate access requires paid participation in the SRC medical plan.</small></p> <p><b>RETIREMENT</b></p> <p><b>Tax Incentive Savings Plan – 401(k)</b></p> <p>All associates are eligible to participate in the 401(k) plan as soon as administratively practicable (generally after the receipt of his/her first paycheck). An associate who has reached the age of 21 and has worked at least 1,000 hours (both full and part-time) in their first year of employment or subsequent calendar year for the Company may be eligible for matching contributions. For details, refer to the Luxottica Group Tax Incentive Savings Summary Plan Description, which can be found online under the My Enrollment Resources module on our benefits website at www.LuxotticaBenefits.com.</p> <p><b>Pension Plan</b></p> <p>Associates hired or rehired prior to January 1, 2014 and who have worked one year with at least 1,000 hours and are 21 years old or older are eligible for the Luxottica Group Pension Plan (certain vesting requirements apply before an associate can receive benefits). This plan provides benefits to an associate when he/she retires. The benefits an associate receives are based on length of service. Enrollment in the plan is automatic once you meet the eligibility criteria. For details, refer to the Luxottica Group Pension Summary Plan Description, which can be found online under the My Enrollment Resources module on our benefits website at www.LuxotticaBenefits.com.</p> <p><b>ADDITIONAL BENEFITS AND EXTRA PERKS</b></p> <p>Full-time and part-time associates are eligible to receive voluntary benefits and extra perks as thanks for their hard work and commitment to the Company. These additional benefits and perks expire immediately upon an associate’s last day of employment with the Company.</p> <p><b>Annual and Milestone Eyewear Certificates</b></p> <p>Each year on their Luxottica service anniversary, associates receive an eyewear certificate which entitles them to a free pair of eyewear from a Luxottica store. Eyewear certificates are valid for one year from the associate’s service anniversary date. In addition, at each five-year milestone service anniversary (5, 10, 15, 20, 25, etc. years), associates receive a second eyewear certificate.</p> <p>If an associate does not receive his/her certificate(s) by the 15th of their anniversary month, he/she should notify his/her Regional Manager/Department Leader, who should notify CompEyewear@aonhewitt.com to request a replacement certificate.</p> <p>Only an associate or the associate’s eligible dependent, as defined by the Luxottica Group Benefit Plan, may redeem an annual eyewear certificate. If redeemed by an associate’s dependent, the associate must accompany the dependent at the time of redemption. Milestone eyewear certificates may be redeemed by the associate or any individual of his/her choice.</p> <p>Proper identification is required when redeeming certificates. Certificates cannot be sold. Eyewear redeemed with the eyewear certificate is not for resale under any circumstances. Refer to the eyewear certificate and related documents for additional usage information, including redemption restrictions.</p> <p><b>Eyewear Discount</b></p>
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The Luxottica Associate Eyewear Discount entitles associates to receive the Company’s best discounts at Luxottica stores when purchasing prescription or non-prescription eyewear, sun wear, and other items.

Use of the associate eyewear discount is subject to the following restrictions:

- The discount may be used to purchase eyewear for yourself, immediate family members, or gifts for which you receive no reimbursement. For purposes of this benefit, “immediate family” means family members who are allowed as a federal tax exemption by the associate.
- Reimbursement in any form cannot be accepted for purchases made with your discount.
- Items purchased using the discount may not be resold for profit.
- Associates may not process their own transaction or the transactions of an immediate family member.

Associates who violate the discount policy may be subject to corrective action.

Online Discount Marketplace

The online discount marketplace features easy access to significant savings with top national brands. It features over 500 top vendors of goods & services in apparel, automotive, beauty and more!

Go online to the My Discounts module on [www.LuxotticaBenefits.com](http://www.LuxotticaBenefits.com) for information about associate discounts at Luxottica stores and other merchants and service providers nationwide.

CRISIS ASSISTANCE PROGRAMS

As we work together every day, co-workers can become close friends. While we are a large organization, we are fortunate to have a culture of caring associates who often become part of our extended family. Over and over our associates demonstrate generosity and compassion in how we treat each other every day and how we support each other in life’s most joyful and most difficult moments. The Company created the Guardian Angel and Give A Day Programs, so associates can help co-workers by donating money or paid time off when they experience a crisis.

Give a Day Program

This program is designed to allow full-time associates to help a co-worker with the gift of paid time off. Full-time associates can donate up to two days (16 hours) of their own unused Paid Time Off (PTO) to another full-time associate who needs time away from work.

To donate PTO to Give A Day, ask your manager for a Donor form. Complete the form and give it to your manager who will then complete a Give A Day Approval form and fax it to Payroll at 513-492-4418. If approved, the PTO time will be donated to the co-worker. For additional information or questions contact the HR Solutions Group at 1-866-431-8484 or [HRSolutions@LuxotticaRetail.com](mailto:HRSolutions@LuxotticaRetail.com).

Guardian Angel Fund

A Guardian Angel Fund can be established to help an associate in need of monetary support as a result of a crisis. Associates may volunteer to participate as they wish, including through anonymous donations.

To financially assist a co-worker in times of crisis, associates should let their manager know they’d like to set up an account for donations for a co-worker and complete the Guardian Angel Program Request Form for approval by their manager. The manager may contact the Members Trust Federal Credit Union to establish the account. The co-worker in need will receive a check directly from the Members Trust Federal Credit Union in the amount collected from donations.

For more information or questions on the Guardian Angel Fund program, contact the HR Solutions Group at 1-866-431-8484 or [HRSolutions@LuxotticaRetail.com](mailto:HRSolutions@LuxotticaRetail.com).

Members Trust Federal Credit Union

Members Trust Federal Credit Union is a full-service financial institution that is available to all associates and their family members (spouse, children, parents, etc.). A full range of deposit products is offered including savings accounts, free checking, certificate of deposits, IRA and more. Members Trust also offers a complete lending solution, which includes overdraft protection loans, auto, home, home equity and three VISA card options.

For details call Members Trust at 1-800-769-8934, or visit [www.memberstrust.org](http://www.memberstrust.org).

PROFESSIONAL DEVELOPMENT AND CAREER GROWTH

The Company provides associates with many opportunities for professional growth and development to help each associate take charge of his or her career path. This includes award-winning online training offered to all associates through Eye Grow, as well as tuition

reimbursement and optician licensing. Other sources range from a Company lending library to classroom training and annual leadership conferences. Luxottica also offers external development assistance.

Tuition Reimbursement

Luxottica’s Tuition Reimbursement Program provides financial assistance to eligible full-time associates who seek to improve their job-related knowledge and skills through outside coursework. For eligibility criteria and more information, please visit [www.LuxotticaBenefits.com](http://www.LuxotticaBenefits.com) or call the Luxottica Human Resource Service Center at 1-866-431-8484.

Optician Reimbursement

Luxottica offers full and partial reimbursement of optician expenses for certain optician exams, development courses, continuing education, and licensing/renewal fees for associates who meet eligibility criteria. For more information on the Optician Reimbursement Program, please visit [www.luxopticians.com](http://www.luxopticians.com) or email [luxopticians@luxotticaretail.com](mailto:luxopticians@luxotticaretail.com).

California Addendum

CALIFORNIA MEAL PERIODS AND REST BREAKS

California law provides for employee meal periods and rest breaks. Luxottica complies with these laws, and expects its California managers to manage and enforce compliance.

Meal Periods

While working for Luxottica, associates may not work a period of more than five hours per day without being provided with the opportunity to take an uninterrupted, duty-free meal period of not less than 30-minutes, except that if the total work period per day of the associate is no more than six hours, the meal period may be waived by mutual consent of both Luxottica and the associate through signing of the Voluntary Meal Period Waiver Acknowledgment section of the California Time Sheet Correction Form (or another attestation form designated by Luxottica). Associates shall be provided with the opportunity to take this first meal period so that the meal period begins before the end of the fifth hour worked (for example, an associate who begins work at 9am shall be provided with the opportunity to take his/her meal period by no later than 1:59pm).

Further, associates may not work a period of more than 10 hours per day without being provided with the opportunity to take a second uninterrupted, duty-free meal period of not less than 30-minutes, except if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of Luxottica and the associate only if the first meal period was not waived, and through signing of the Voluntary Meal Period Waiver Acknowledgment section of the California Time Sheet Correction Form (or another attestation form designated by Luxottica). Associates shall be provided with the opportunity to take this second meal period so that the meal period begins before the end of the tenth hour worked.

Associates who work at locations that operate with single coverage staffing all or part of the time will be presented with a California On-Duty Meal Period Agreement at the time of hire. Signing this agreement is voluntary and associates may decline to sign the agreement or, if an associate signs the agreement upon hire, may subsequently revoke the agreement at any time (in writing). Associates who voluntarily sign the California On-Duty Meal Period Agreement are entitled to take a paid, on-the-job 30-minute meal period, rather than an unpaid, off-duty meal period, whenever the location is operating with single coverage staffing. Unpaid, off-duty meal periods should still be provided, however, for all associates not operating with single coverage staffing for that shift (i.e., two or more associates are working in the store at the same time).

Rest Breaks

Hourly associates are authorized and permitted to take one paid rest break of 10 minutes (or 15-minutes in accordance with Company policy) for every four hours worked, or major fraction thereof. If an associate’s total daily work time is less than three and one half hours, however, no rest break is required. Rest breaks should occur as close to the middle of each work period as practical. Rest breaks may not be combined with or added to meal periods to create one longer break time, even at the associate’s request. Hourly associates do not clock out/in for rest breaks or otherwise record their rest breaks in the store Point of Sale (POS) system.

Rest breaks are authorized and permitted as follows:

Hours Worked	Rest Break(s)
0 to 3.5	0
3.5 to 5	1
More than 6 and up to  and including 10	2

More than 10 but up to and including 12	3
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Consequences of Non-Compliance

Hourly associates are entitled to be paid for all hours worked, to be provided with the opportunity to take all required meal periods, and authorized and permitted to take all required rest breaks. Therefore, it is critical that all hourly associates (including managers) strictly comply with this policy. Associates who are not provided with the opportunity to take meal periods in accordance with this policy and/or who are not authorized and permitted to take rest breaks in accordance with this policy should notify management and/or Human Resources so that the matter can be remedied. If an associate fails to comply with the meal period and rest break policy, he/she may be subject to corrective action.

Questions and Complaints

Associates may bring any questions regarding their meal or rest period rights to the attention of their manager or, if they prefer, the HR Solutions Group. Store Managers, Regional Managers, and Regional Vice Presidents DO NOT have the authority to alter this policy. If an associate is told that he/she is not entitled to meal periods or rest breaks as set forth under this policy, the associate should contact the HR Solutions Group immediately at 1-866-431-8484 or HRSolutions@LuxotticaRetail.com.

CALIFORNIA FAMILY AND MEDICAL LEAVE

This policy supplements, and should be read in conjunction with, the Company Family Medical Leave Act (FMLA) policy found in the Associate Guide. To the extent the FMLA policy in the Associate Guide conflicts with a policy in this Addendum, California employees should follow the policy in the Addendum.

In addition to the requirements and benefits set forth in the Company FMLA policy, California associates are entitled to certain additional leave benefits under the California Family Rights Act (CFRA). This Addendum highlights these additional benefits. Any leave taken under the CFRA will run concurrently with leave taken under the federal FMLA, except where not permitted by law (e.g., during pregnancy disability leave).

Reasons for Leave

In California, FMLA/CFRA leave may be used for one of the following reasons:

1. The birth, adoption, or foster care of an associate’s child within 12 months following birth or placement of the child;
2. An associate’s own serious health condition;
3. To care for an associate’s immediate family member (spouse, registered domestic partner, child or parent) with a serious health condition;
4. A “qualifying exigency,”<sup>[1]</sup> as defined under the FMLA, for military operations arising out of a spouse’s, child’s, or parent’s active duty or call to active duty as a member of the military reserves or National Guard in support of a “contingency operation” declared by the U.S. Secretary of Defense, President or Congress, as required by law (“Military Emergency Leave”); or
5. To care for a spouse, child, parent or next of kin (nearest blood relative-who is an Armed Forces member (including the military reserves and National Guard) undergoing medical treatment, recuperation, or therapy, is otherwise in an outpatient status, or is otherwise on the temporary disability retired list-with a serious injury or illness incurred in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties (“Military Caregiver Leave”)<sup>[2]</sup>.

Length of Leave

The maximum amount of FMLA/CFRA leave will be 12 work weeks in any 12-month period when the leave is taken for paragraphs one – four above. However, if both parents work for the Company and are eligible for leave under this policy, the parents will be limited to a total of 12 work weeks off between the two of them when the leave is for birth, adoption or foster care.

The maximum amount of FMLA leave for an associate wishing to take Military Caregiver Leave, paragraph five above, will be a combined leave total of 26 work weeks in a single 12-month period. However, only 12 out of the 26 weeks will count as leave under CFRA assuming the military caregiver leave also qualifies as CFRA.

The Company designates the 12-month period during which the associate may take FMLA/CFRA leave for any qualifying reason by measuring a “rolling” 12-month period backwards from the date the associate takes any FMLA/CFRA leave.

Under some circumstances, you may take FMLA/CFRA leave intermittently-which means taking leave in blocks of time, or by reducing your normal weekly or daily work schedule. Leave taken intermittently may be taken in increments of one hour.

CFRA and FMLA leaves will run concurrently to the extent allowed by law. In addition, should you exhaust CFRA and/or FMLA and require additional time off, the company will consider requests for additional discretionary leave on a case-by-case basis.



CALIFORNIA PREGNANCY DISABILITY LEAVE

Leave Entitlement

Any associate who is “actually disabled” by pregnancy, childbirth, or a related medical condition is eligible for a pregnancy disability leave of absence. There is no length of service requirement.

For purposes of this policy, you are “actually disabled” when, in the opinion of your healthcare provider, you cannot work at all or are unable to perform any one or more of the essential functions of your job or to perform them without undue risk to yourself, the successful completion of your pregnancy, or to other persons as determined by a health care provider. This term also applies to certain pregnancy-related conditions, such as severe morning sickness or if you need to take time off for prenatal or postnatal care, bed rest, post-partum depression, and the loss or end of pregnancy (among other pregnancy-related conditions that are considered to be disabling).

Duration of the Leave of Absence

A pregnancy disability leave of absence will last for the duration of your pregnancy-related disability as certified by your health care provider for up to four months. Leave is available for all disabilities related to each pregnancy and does not need to be taken in one continuous period of time. The maximum leave entitlement for part-time or alternative scheduled associates will be prorated in accordance with applicable law in the event the associate takes intermittent leave.

Leave taken under the pregnancy disability leave policy runs concurrently with Family and Medical Leave under federal law (FMLA), but not with Family and Medical Leave under California Law (CFRA).

Transfer to Less Strenuous Position

The Company will transfer an associate “affected by pregnancy” to a less strenuous or hazardous position or duties if:

- She requests a transfer;
- The request is based upon the certification of her health care provider as “medically advisable;” and
- The transfer can be reasonably accommodated.

You are “affected by pregnancy” if you are pregnant or have a related medical condition, and because of pregnancy, your health care provider has certified that it is medically advisable for you to transfer. No additional position will be created and the Company will not discharge another associate, transfer another associate with more seniority or promote or transfer any associate who is not qualified to perform the new job.

Advance Notice and Medical Certification

As a condition of a pregnancy disability leave of absence or a transfer, the associate must:

- Provide 30 days advance notice before the leave of absence or transfer is to begin, if the need for the leave of absence or transfer is foreseeable, or when 30 days notice is not foreseeable, as soon as practicable; and
- Provide a signed medical certification from your health care provider, that states that you are disabled due to pregnancy or that it is medically advisable for you to be transferred to a less strenuous or hazardous position or to less strenuous or hazardous duties.

The Company shall respond to requests for leave or transfer within 10 days after receipt of such request. The Company may require you to provide a new certification if you request an extension of your leave of absence.

Return to Work

If you and the Company have agreed upon a definite date of return from your leave of absence or transfer, you will be reinstated on that date if you notify the Company that you are able to return on that date. If the length of the leave of absence or transfer has not been established, or if it differs from the original agreement, you will be returned to work within two business days, where feasible, after you notify the Company of your readiness to return.

Before you will be allowed to return to work following a leave of absence or transfer, you must provide your supervisor with a certification from your health care provider that you can perform safely all of the essential duties of your position, with or without reasonable accommodation. If you do not provide such a release prior to or upon reporting for work, you will be sent home until a release is provided. This time before the release is provided will be unpaid.

Upon submitting an acceptable health care provider release to return to work, you will be returned to the same or a comparable position upon the conclusion of your leave of absence or transfer. If the same position is not available on your scheduled return date, the Company will provide you a comparable position on your scheduled return date or within 60 calendar days of that return date. However, you will not be entitled to any greater right to reinstatement than if you had not taken the leave. For example, if you would have been laid off regardless of the leave, or you would not have been offered a comparable position, you will not be entitled to reinstatement. Failure to return to work at the conclusion of the leave of absence may result in termination of employment.

Integration with Other Benefits

Pregnancy disability leaves of absence are unpaid. You may elect to use accrued Paid Time Off (PTO) benefits during the unpaid leave of absence. PTO will not accrue for hourly associates during any unpaid portion of the leave of absence, and you will not receive pay

for official holidays that are observed during your leave of absence except during those periods when you are substituting PTO for unpaid leave.

Associates should apply for California State Disability Insurance (SDI) benefits. SDI forms are available from the Company or your health care provider. Any SDI for which you are eligible may be integrated with accrued PTO or other paid time off benefits so that you do not receive more than 100% of your regular pay.

The Company will maintain an associate’s health insurance benefits during the associate’s pregnancy disability leave for a period of up to four months on the same terms as they were provided prior to the leave time. The associate will be required to continue to pay all required premiums and must make these payments in compliance with Company policy on a monthly basis during leave time (except during any periods of time when the associate is taking PTO). In some instances, the Company may recover premiums it paid to maintain health insurance benefits if you fail to return to work following a pregnancy disability leave for reasons other than taking additional leave afforded by law or Company policy or not returning due to circumstances beyond your control.

<sup>[1]</sup> Leave for a “qualifying exigency” in California will only count as leave under the FMLA and will not count as leave time under the CFRA

<sup>[2]</sup> Military caregiver leave in California generally will only count as leave under the FMLA and will not count as leave time under the CFRA, unless the leave independently meets the requirements of leave to care for an ill family member under the CFRA.

☒ I acknowledge that I have had the opportunity to review the above section(s) of the Associate Guide - Part V (Associate Benefits, Addendum for California Associates).  
NOTE: You will not be permitted to sign and submit the mandatory Associate Guide Acknowledgement on the last page until you select this checkbox.

Associate Agreements Overview

IMPORTANT NOTE TO ASSOCIATES:

This section contains the following agreements:

- Confidential Information and Non-Solicitation Agreement
- Inventions Agreement
- Dispute Resolution Agreement
- Release for Use of Likeness, Voice and Name Agreement
- Electronic Protected Health Information (ePHI) Agreement

These agreements (each of which is referred to herein as an “Agreement”) apply to all associates of Luxottica Retail North America, Inc. in the United States (“Luxottica”) including associates working at LensCrafters, Pearle Vision, Sears Optical, Target Optical, Sunglass Hut, Apex by Sunglass Hut, ILORI, Optical Shop of Aspen and EYEXAM of California, Inc., RX Operations and Distribution, as well as any other employer that becomes a part of the Luxottica group of companies (collectively, “the Company,” “we,” “our” or “us”). An associate Acknowledgment and Agreement form is provided at the end of this section. You should read these agreements carefully before signing the Acknowledgment and Agreement. Your at-will employment with the Company, whether new or continuing, is in consideration of and is conditioned upon your acceptance of the terms of these agreements. Your refusal to sign the Acknowledgment and Agreement will result in the withdrawal of our offer of employment to you if you are an applicant and the termination of your employment if you are a current associate. Associates are permitted, however, to opt-out of the Dispute Resolution Agreement found in this Guide within 30 days of receipt. Violation of any portion of the Agreements will subject the associate to corrective action, up to and including termination of employment.

SEVERABILITY

If any provision (or any portion of any provision) of the Associate Agreements is held by a court to be illegal, invalid, or unenforceable in any respect, the Company and the associate agree that such provision (or portion of such provision) shall be deemed to be modified only as necessary to permit its enforcement to the maximum extent permitted by applicable law (except that the Company does not agree under any circumstances to a modification of the Associate Agreements to permit a class action, representative action, or collective action to be adjudicated in an arbitration forum). In this event, the remainder of this Agreement shall not be affected thereby.

GOVERNING LAW

These Associate Agreements are made and entered into under the laws of the State of Ohio, and shall in all respects be interpreted, enforced and governed under the laws of Ohio, without giving effect to conflicts of laws principles.

LUXOTTICA ASSOCIATE GUIDE ACKNOWLEDGMENT AND AGREEMENT

After reading the following agreements, all associates are required to complete their “Luxottica Associate Guide Acknowledgment and Agreement” within three days of their hire date, as a condition of employment. Associates are permitted, however, to opt-out of the Dispute Resolution Agreement within 30 days of receipt. The Company’s preferred method of completion is electronically in Eye Grow; however, a paper completion option is available upon request by contacting your manager or the HR Solutions Group at 1-866-431-8484 or HRSolutions@LuxotticaRetail.com.

The “Luxottica Associate Guide Acknowledgment and Agreement” is located on the last page of this Guide. Associates who complete a paper version of this page, rather than electronic, should return the completed Acknowledgment page to their manager for further processing.

☒ I acknowledge that I have been given the opportunity to review the above Associate Agreements Overview  
NOTE: You will not be permitted to sign and submit the mandatory Associate Guide Acknowledgement on the last page until you select this checkbox.

Confidential Information and Non-Solicitation Agreement

Confidential Information and Non-Solicitation Agreement

In consideration of and as a condition of your new and continuing at-will employment, you agree as follows:

1. CONFIDENTIAL INFORMATION

a. You understand that, during your employment with the Company, you will acquire and be exposed to Confidential Information of the Company. “Confidential Information” includes all ideas, information and materials, tangible or intangible, not generally known to the public, relating in any manner to the business of the Company, its products and services (including all trade secrets), its officers, directors, and contractors, its clients, vendors and suppliers, and all others with whom it does business, its trade secrets, its pricing, margins, and other financial information, that you learn or acquire during your employment with the Company. Confidential Information includes, but is not limited to, manuals, documents, computer programs and software used by the Company, all formulas or processes, users manuals, compilations of technical, financial, legal or other data, customer and client or prospective customer and client lists, names of suppliers or vendors, client, supplier or vendor contact information, customer and client contact information, customer health information, business referral sources, specifications, designs, devices, inventions, processes, business or marketing plans or strategies, pricing information, information regarding the identity of the Company’s designs, mock-ups, prototypes, source code, passwords, and works in progress, all other research and development information, forecasts, financial information, and all other technical or business information including all trade secrets. Confidential Information does not include publicly available information or information that is generally known and used within the industry or industries in which the Company engages in business. This provision does not prohibit disclosing or discussing information about the Company’s wages, hours or other working conditions that is generally known within the Company, but employees who have access to the Company’s confidential records are prohibited from disclosing information contained in those records. You are expected to contact your supervisor if a question arises as to what is included.

b. You agree to hold in trust and confidence all Confidential Information during and after the period of your employment with the Company. You shall not disclose any Confidential Information to anyone outside the Company without the written approval of an authorized representative of the Company or use any Confidential Information for any purpose other than for the benefit of the Company as required by your authorized duties for the Company. At all times during your employment with the Company, you shall comply with all of the Company’s policies, procedures, regulations or directives relating to the protection and confidentiality of Confidential Information. Upon termination of your employment with the Company, (a) you shall not use Confidential Information, or disclose Confidential Information to anyone, for any purpose, unless expressly requested and authorized to do so in writing by an authorized representative of the Company, (b) you shall not retain or take with you any Confidential Information in a Tangible Form (defined below) (nor shall you retain any copies of Confidential Information), and (c) you shall immediately deliver to the Company all Confidential Information in a Tangible Form (or otherwise) that you may then or thereafter hold or control, as well as all other property, equipment, documents or things that you were issued or otherwise received or obtained during your employment with the Company. Without limiting the foregoing, to the extent you included Confidential Information in your cellular or personal telephones, smartphones, tablets, personal computers or other electronic devices, including personal electronic mail accounts (such as investor, customer or vendor names and contact information), immediately upon termination of your employment, you shall delete and shall not retain the Company’s Confidential Information in any or all of your cellular or personal telephones, smartphones, tablets, personal computers or other electronic devices, including personal electronic mail accounts. “Tangible Form” includes ideas, information or materials in written or graphic form, on a computer disc or other medium, or otherwise stored in or available through electronic, magnetic, videotape or other form.

2. NON-SOLICITATION OF CUSTOMERS/CLIENTS

Following the termination of your employment with the Company for any reason, you shall not, directly or indirectly, use or disclose any Confidential Information, including any trade secrets, in order to solicit, induce, or attempt to solicit or induce, any person or entity then known to be a customer or client of the Company (a “Restricted Customer/Client”), to terminate his, her or its relationship with the Company or otherwise divert their business for any purpose or no purpose. This Section 2 seeks to protect the Company’s trade secrets and/or to prohibit you from disclosing or using Confidential Information; accordingly, if, during your employment, you never learned nor were exposed to Confidential Information regarding the identification of such customers/clients or customer/client contact information, pricing information, business development information, trade secrets, sales and marketing plan information, financial information or other Confidential Information, you shall not be restrained from such solicitation or attempted solicitation but you shall not use Confidential Information during or in connection with any such solicitation, nor shall you interfere with the Company’s contractual or prospective economic relationships with any customer or client through unlawful means.

3. NON-SOLICITATION OF PERSONNEL

During your employment with the Company and for one year thereafter, you shall not, directly or indirectly, solicit, induce, recruit or attempt to solicit, induce or recruit, any person known to you to be an employee of the Company or any of its affiliates or who left the employ of the Company and/or any of its affiliates less than six months prior (each such person, a “Company Person”), to terminate his or her employment or other relationship with the Company, for any reason and/or to perform work for a competitor. Nor shall you

during the same period disclose any Confidential Information about other employees to any other person, for purposes of solicitation or otherwise. The foregoing shall not be violated by general advertising not targeted at Company employees.

4. RETURN OF DOCUMENTS AND MATERIALS

Immediately upon the termination of your employment or at any time prior thereto if requested by the Company, you shall repay all cash advances and return all keys, tools, security and credit cards, cell phones, laptops, records, documents, equipment, proposals, notes, lists, files, and any and all other materials, including but not limited to Confidential Information, that refers, relates or otherwise pertains to the Company and its business, including its products and services, personnel, customers or clients (actual or potential), investors (actual or potential), and/or vendors and suppliers (actual or potential), or any of them, and any and all business dealings with said persons and entities (the “Returned Property and Equipment”) to the Company at its offices in Mason, Ohio or such other location as approved in writing by your manager or supervisor. You are not authorized to retain any copies or duplicates of the Returned Property and Equipment or any Confidential Information that you obtained or received as a result of your employment or other relationships with the Company.

5. CONFIDENTIAL INFORMATION OF OTHERS/COMPLIANCE WITH LAWS

You shall not breach any lawful, enforceable agreement to keep in confidence, or to refrain from using, the nonpublic ideas, information or materials of a third party, including, but not limited to, a former employer or present or former customer or client. You shall not bring or disclose any such ideas, information or materials to the Company, use any such ideas, information or materials in connection with your employment, or induce the Company to use such ideas, information or materials of others. You shall comply with all national, state, local and other laws, regulations and ordinances.

6. PROVISIONAL JUDICIAL RELIEF

This Agreement does not prevent the Company from seeking provisional judicial relief, such as a preliminary injunction or a temporary restraining order, in aid of, or to preserve, an arbitrator’s jurisdiction to address the parties’ dispute under the Dispute Resolution Agreement (see below).

7. SEVERABILITY/BLUE-PENCIL

You acknowledge and agree that (a) the covenants and agreements contained herein are reasonable and valid in geographic, temporal and subject matter scope and in all other respects, and do not impose limitations greater than are necessary to protect the goodwill, Confidential Information, and other business interests of the Company; (b) if any arbitrator (or a court when the Company seeks a provisional remedy in aid of arbitration) subsequently determines that any of such covenants or agreements, or any part thereof, is invalid or unenforceable, the remainder of such covenants and agreements shall not thereby be affected and shall be given full effect without regard to the invalid portions; (c) if any arbitrator (or a court when the Company seeks a provisional remedy in aid of arbitration) determines that any of the covenants and agreements, or any part thereof, is invalid or unenforceable because of the duration or scope of such provision, such arbitrator (or a court when the Company seeks a provisional remedy in aid of arbitration) shall have the power to reduce the duration or scope of such provision, as the case may be, and, in its reduced form, such provision shall then be enforceable to the maximum extent permitted by applicable law; (d) you must honor this Agreement even if you have a claim against the Company; and (e) keeping these promises will not cause you undue hardship.

8. GOVERNING LAW

This Agreement shall be construed, interpreted, and governed in accordance with either (a) the laws of the State where you are employed, or (b) in the event of a breach of any of the covenants contained in Sections one through five, the law of the State where such breach actually occurs, depending on whichever choice of law shall ensure to the maximum extent that the covenants shall be enforced in accordance with the intent of the Parties as reflected in this Agreement.

9. NOTIFICATION TO NEW EMPLOYER

You understand that the various terms and conditions of this Agreement shall survive and continue after your employment with the Company terminates. Accordingly, you hereby expressly agree that the Company may inform your new employer regarding your duties and obligations under this Agreement.

☒ I acknowledge that I have had the opportunity to review the above Confidential Information and Non-Solicitation Agreement.  
Note: You will not be permitted to sign and submit the mandatory Associate Guide Acknowledgment on the last page until you select this checkbox.

Inventions Agreement

Inventions Agreement

You acknowledge and agree that all ideas, methods, inventions, discoveries, improvements, work products, developments, statements, opinions, photographs, video, film footage, data, documentation, processes or works of authorship (“Inventions”) that result from, relate to or are suggested by your work with the Company, made or conceived by you, solely or jointly with others, during your employment, whether or not on Company property or utilizing Company equipment shall belong exclusively to the Company.

All Inventions constitutes trade secrets of the Company and shall be the sole property of the Company or any other entity designated by the Company. You hereby irrevocably convey, transfer and assign to the Company all your right, title and interest in and to, and all claims for past and future infringement of, the Inventions as of their creation, throughout the universe and all patents, copyrights, trademarks, trade secrets, mask works, and any and all other proprietary rights therein, that may issue thereon in any and all countries,

whether during or subsequent to your employment, together with the right to file, in your name or in the name of the Company (or its designee), applications for patents and equivalent rights, the right to modify and create derivative works, the right to invoke the benefit of any priority under any international convention, and all rights to register and renew same. You will, at any time during and subsequent to your employment, make such applications, sign such papers, take all rightful oaths, and perform all acts as may be requested from time to time by the Company with respect to the Inventions.

All copyrightable aspects of the Inventions are to be considered “works made for hire” within the meaning of the Copyright Act of 1976, as amended (the “Act”), and the Company is to be the “author” within the meaning of such Act for all purposes. All such copyrightable works, as well as all copies of such works in whatever medium fixed or embodied, including those now known or hereinafter devised, shall be owned exclusively by the Company as of its creation throughout the universe and in perpetuity, and you disclaim any and all interest in any of such copyrightable works and waive any right of droit morale or similar rights.

☒ I acknowledge that I have been given the opportunity to review the above Inventions Agreement  
NOTE: You will not be permitted to sign and submit the mandatory Associate Guide Acknowledgement on the last page until you select this checkbox.

Dispute Resolution Agreement

Dispute Resolution Agreement

This Dispute Resolution Agreement (sometimes referred to as “Agreement”) is intended to provide a timely and fair procedure for associates to resolve certain legal disputes.

The Dispute Resolution Process has two steps:

- 1. Open door
- 2. Arbitration

Both steps are described in more detail in this Agreement.

An associate may opt out of this Agreement within 30 days after receiving it. (See the Opt-Out of Dispute Resolution Agreement form hereinafter provided.)

The arbitration portion of this Dispute Resolution Agreement covers virtually all legal claims arising out of or related to your employment with Luxottica (sometimes referred to as “Company”). See the section titled, “What Is Covered By The Dispute Resolution Agreement?” for a listing of the types of claims that are covered under this Agreement. The Dispute Resolution Agreement does not prevent any associate from filing a claim with the Equal Employment Opportunity Commission (EEOC), U.S. Department of Labor, or the National Labor Relations Board (NLRB), or for state unemployment insurance or workers’ compensation benefits. Finally, nothing in this Agreement alters the at-will employment relationship that exists between you and the Company.

This Agreement is effective upon your receipt of it. This Agreement is governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). If you have any questions about the Dispute Resolution Agreement, please contact the HR Solutions Group at 1-866-431-8484 or an outside advisor of your choice.

DISPUTE RESOLUTION AGREEMENT STEP # 1: THE OPEN DOOR POLICY

The Company encourages associates to feel comfortable expressing job-related concerns and is committed to listening and responding to such concerns. The Open Door Policy provides an Open Door Process for an associate to bring a concern to management’s attention without fear of retaliation. In many cases, the associate’s immediate manager is the person best qualified to address a concern or answer a question. Managers to whom a concern is reported through the Open Door Policy are expected to respond.

Where an associate is not comfortable reporting a concern to his/her manager, for example because the concern involves the associate’s manager, the associate may report his/her concern directly to his/her manager’s manager or HR Business Partner. Another option is to contact the HR Solutions Group at 1-866-431-8484 or HRSolutions@LuxotticaRetail.com.

Where necessary, the HR Solutions Group will work with the associate and the manager to address a concern. If the associate feels that the concern was not addressed to his/her satisfaction by his/her manager(s) and/or the HR Solutions Group, such concern may be elevated to a HR Business Partner or the Associate Relations Center of Excellence to review details, conduct an investigation, and attempt to resolve the issue.

While the Company will endeavor to maintain the confidentiality of a concern reported by an associate, it may not be possible for the Company to do so in every circumstance. For example, in order to resolve a concern it may be necessary for the Company to conduct a workplace investigation during which the details of the particular concern may need to be disclosed to the affected/implicated workplace parties or witnesses. In addition, associates may be requested to maintain confidentiality where critically necessary to protect a witness, avoid tampering/destruction of evidence, or to prevent a cover-up.

Associates can use the Open Door Policy without fear of retaliation. Any person who attempts to deter or deters an associate’s attempt to escalate a concern, or who retaliates against an associate in any way for using the Open Door Policy, will be subject to corrective action.



Associates are not required to use the Open Door Policy prior to initiating arbitration, but associates are encouraged to do so.

DISPUTE RESOLUTION AGREEMENT STEP #2: ARBITRATION

If the dispute isn’t resolved through the Open Door Process, the next step is Arbitration.

Arbitration is a way to get efficient resolution of disputes by submitting them to an arbitrator instead of the ordinary process of filing a lawsuit in a court of law. You and Luxottica hire a neutral arbitrator to resolve the dispute. In most cases, the parties will select an arbitrator through the American Arbitration Association (sometimes referred to as “AAA”). More information about the AAA is provided below. Arbitration is binding - that is, the arbitrator’s decision is final. Only in limited situations can the arbitrator’s decision be challenged.

The arbitrator is required to apply the same law that would be applied if you filed a lawsuit. The arbitrator has specific legal powers. For example, the arbitrator may:

- Receive testimony and evidence from both parties involved in a dispute
- Authorize appropriate discovery, including depositions and subpoenas
- Hear and rule on pre-hearing disputes and hold pre-hearing conferences by telephone or in person
- Hear and rule on pre-hearing motions in accordance with the Federal Rules of Civil Procedure (including motions pursuant to Federal Rules of Civil Procedure 12 and 56 but not Rule 23 (class actions))
- Make a legal, final and binding decision about the facts and the law as applied to those facts
- Give you the same award, fees, or damages that you would be entitled to if you won a lawsuit in court under the particular laws alleged to have been violated

Arbitration is designed to be more efficient than court. By agreeing to resolve their disputes exclusively through binding arbitration, the parties agree that they are waiving their rights to a trial in court with a judge or jury.

How Does Arbitration Work?

If the Open Door Process has not resolved a dispute to your satisfaction or you have not pursued that process, the next step is to request arbitration by writing to the American Arbitration Association Regional Office in New York, New York. The American Arbitration Association’s Employment Arbitration Rules (“AAA Rules”) and this Dispute Resolution Agreement will govern the proceedings. The AAA Rules are available at [www.adr.org/employment](http://www.adr.org/employment), through Luxottica’s HR Solutions Group (tel. 1-866-431-8484), or by calling the American Arbitration Association at 1-212-484-4181.

You and Luxottica will select an arbitrator and schedule the hearing. You and Luxottica may agree to use any arbitrator, whether or not the arbitrator is affiliated with the AAA, but in any case where the parties cannot agree to a particular arbitrator, the AAA Rules will apply to the arbitrator selection process. If for any reason the AAA will not administer the arbitration, either party may apply to a court of competent jurisdiction with authority over the location where the arbitration will be conducted for appointment of a neutral arbitrator.

The arbitrator is to provide a written decision that sets forth the essential findings and conclusions on which the decision is based. The arbitrator’s decision is final and binding on the parties. Only in limited circumstances may the arbitrator’s decision be challenged.

What Is Covered By the Dispute Resolution Agreement?

The Dispute Resolution Agreement covers Luxottica and you, regardless of your hire date, unless you opt-out on the form provided herein.

Except as it otherwise provides, this Agreement applies, without limitation, to disputes with any individual (including Luxottica’s employees, agents, supervisors, officers or directors) or entity (including any company affiliated with Luxottica, its parent(s) or subsidiaries, if any) arising out of or related to the employment relationship or the termination of that relationship (including post-employment defamation or retaliation), trade secrets, unfair competition, compensation, classification, minimum wage, seating, expense reimbursement, overtime, breaks and rest periods, termination, discrimination or harassment and claims arising under the Uniform Trade Secrets Act, Civil Rights Act of 1964, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act (except for claims for employee benefits under any benefit plan sponsored by the Company and (a) covered by the Employee Retirement Income Security Act of 1974 or (b) funded by insurance), Affordable Care Act, Genetic Information Non-Discrimination Act, state statutes or regulations addressing the same or similar subject matters, and all other federal or state legal claims arising out of or relating to Employee’s employment or the termination of employment.

The Arbitration portion of the Dispute Resolution Agreement also is intended to cover all legal disputes that the Company could otherwise file in court against you. The claims the Company potentially could have against an associate that it agrees to submit to binding arbitration rather than file in court include, but are not limited to, claims for misappropriation, conversion, fraud, breach of fiduciary duty, breach of the Confidentiality Agreement and breach of any other legal duties that an employee has to his or her employer.

What Are the Limitations On How This Agreement Applies?

You may elect to bring an individual claim in a local small claims court provided the recovery you seek is within the jurisdictional limits of that court and does not exceed \$10,000.

This Agreement does not apply to litigation between you and the Company (including class action cases in which you are a putative class member) pending in a state or federal court or in arbitration as of the date of your receipt of this Agreement. In such instances, any

prior agreement between you and Luxottica to arbitrate disputes shall remain in full force and effect.

Any disputes about the enforceability of the Dispute Resolution Agreement shall be decided by a court.

This Agreement does not apply to claims for workers compensation and unemployment insurance benefits.

Except as it otherwise states, nothing contained in this Agreement shall be construed to prevent or excuse you (individually or in concert with others) or the Company from utilizing the Company’s existing internal procedures for resolution of complaints.

Either you or the Company may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitrable controversy, but only upon the ground that the award to which that party may be entitled may be rendered ineffectual without such relief.

Regardless of any other terms of this Agreement, a claim may be brought before and remedies awarded by an administrative agency if applicable law permits the agency to adjudicate the claim notwithstanding the existence of an agreement to arbitrate. Such administrative claims include without limitation claims or charges brought before the Equal Employment Opportunity Commission, Department of Labor, or the National Labor Relations Board. Nothing in this Agreement shall be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party’s obligation to exhaust administrative remedies before making a claim in arbitration.

Disputes that may not be subject to predispute arbitration agreement as provided by the Dodd-Frank Wall Street Reform and Consumer Protection Act (Public Law 111-203) are excluded from the coverage of this Agreement, as well as any disputes that may not be arbitrated as provided by an Act of Congress or lawful, enforceable Executive Order.

May The Company Or I Bring a Class, Collective or Private Attorney General Representative Action?

**This Agreement affects your ability to participate in class, collective or private attorney general representative action.** Both the Company and you agree to bring any dispute in arbitration on an individual basis only, and not on a class, collective or private attorney general representative basis on behalf of others. There will be no right or authority for any dispute to be brought, heard or arbitrated as a class, collective or private attorney general representative action or as a member in any such class, collective or representative proceeding (“Class Action Waiver”). The Class Action Waiver does not apply to any claim you bring in arbitration as a private attorney general solely on your own behalf and not on behalf of others. Notwithstanding any other provision of this Agreement or the AAA Rules, disputes regarding the validity, enforceability or breach of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. In any case in which (1) the dispute is filed as a class, collective or private attorney general representative action and (2) there is a final judicial determination that all or part of the Class Action Waiver is unenforceable, the class, collective, or representative action, to that extent, must be litigated in a civil court of competent jurisdiction. However, the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration. You will not be retaliated against, disciplined or threatened with discipline as a result of your exercising your rights under Section 7 of the National Labor Relations Act by the filing of or participation in a class, collective or representative action in any forum. However, the Company may lawfully seek enforcement of this Agreement and the Class Action Waiver under the Federal Arbitration Act and seek dismissal of such class or collective actions or claims. The Class Action Waiver shall be severable in any case in which the dispute is filed as an individual action and severance is necessary to ensure that the individual action proceeds in arbitration.

The Company expressly does not agree to arbitrate any claim on a class, collective or representative basis.

What is the American Arbitration Association and How Does Arbitration Proceed?

The AAA is a not-for-profit organization that administers and provides the AAA Rules governing the arbitration process. The AAA revises the AAA Rules from time to time. You and the Company agree to comply with the most current version of the AAA Rules.

- Any request for Arbitration must be made within the time limit established by the applicable statute of limitations. Any disputes regarding the timeliness of a request for Arbitration will be decided by the arbitrator.
- The arbitrator will permit and resolve any disputes regarding pre-arbitration discovery of each side’s position, documents and witnesses, as provided in the AAA Rules.
- The arbitrator may also hear and rule on dispositive motions, such as motions to dismiss or for summary judgment.
- We’ll agree on a time and a place for the Arbitration hearing. Luxottica’s goal is to conduct the arbitration within a reasonable distance from where you currently or last worked for Luxottica, and any disputes in this regard will be resolved by the arbitrator.
- The arbitrator may award the same damages, fees or other remedies as a court of law could have awarded had the proceedings been before a court instead of in arbitration.

ATTORNEY, COSTS AND FEES

- You have the right to have an attorney represent you in any arbitration under the Dispute Resolution Agreement. However, you do not need to have an attorney represent you.
- You are responsible to pay or otherwise make arrangements for your attorney’s fees. You are also responsible for paying for expenses you would have had to pay for a court case (e.g., expenses your side incurs for depositions, witness fees, expert witness fees, etc.). If you prevail on certain claims you may be entitled to an award of attorney’s fees and costs, as authorized by applicable law and determined by the arbitrator.
- If you (rather than the Company) are the one who initiates arbitration, you will need to pay a filing fee to the AAA, up to but no greater than the amount required to file a lawsuit in your jurisdiction asserting the same claims. If the AAA filing fee is greater than that amount, the Company will pay the difference. Additionally, if applicable law requires the Company to pay a higher share of the filing fee, the Company will do so, up to the entire amount if that is what the law provides.
- The Company will pay the entire fee of the arbitrator for his or her services and any associated costs incurred by the arbitrator or the AAA.

- Any disputes regarding the proper apportionment of fees and costs will be decided by the arbitrator.

**Your Right To Opt Out.** If you do not wish to agree to this Dispute Resolution Agreement, you may opt-out within 30 days of your receipt of this Agreement. Any opt-out must be through written notice in one of two ways: (1) you may opt-out by completing the hard-copy “Opt-Out Of Dispute Resolution Agreement” form that immediately follows this Agreement, or (2) if you are reviewing this Agreement electronically, you also may opt-out by selecting the checkbox on the last electronic screen. If you opt-out by completing the hard-copy form, the written notice that you provide must be directed to and actually received by HR Records by mail at Attn: HR Records, 4000 Luxottica Place, Mason, OH 45040, or by fax at 1-866-212-3663 within the 30-day period. Failure to opt-out within the time provided will demonstrate your intention, and the Company’s agreement, to be mutually bound by this Agreement and specifically the arbitration provision contained herein. The Company will not take adverse action against you on account of your electing to opt out of this Agreement. Nor will the Company take adverse action against you on account of your choosing not to opt out or electing to pursue arbitration of a claim.

Except as provided regarding the Class Action Waiver, above, if any provision (or portion of that provision) of the Dispute Resolution Agreement is held illegal, invalid or unenforceable in any respect, the Company and the associate agree that such provision (or portion of such provision) shall be deemed to be modified only as necessary to permit its enforcement to the maximum extent permitted by applicable law. In this event, the remainder of the Dispute Resolution Agreement shall not be affected thereby.

☒ I acknowledge that I have been given the opportunity to review the above Dispute Resolution Agreement  
NOTE: You will not be permitted to sign and submit the mandatory Associate Guide Acknowledgement on the last page until you select this checkbox.

Release for Use of Likeness, Voice, and Name Agreement

Release for Use of Likeness, Voice and Name Agreement

I hereby grant and give to the Company, its parents, subsidiaries, affiliates, agents, and assigns the absolute and irrevocable right, license and privilege to, and to permit others to, use, publish, display, transmit, exhibit and reproduce, my name, statements, photograph, video, voice or other likeness, in whole or in part, on film, videotape or any media now or hereafter known or devised, with or without my name, both singly and in conjunction with other persons, for any and all purposes, including but not limited to, private or public presentations for advertising, publicity, promotional and charitable purposes, throughout the world without restriction as to manner or frequency, both during my employment and thereafter. I acknowledge and agree that the Company shall have the entire, exclusive right, title, and interest in and to any materials produced with my name, statements, photograph, video, voice or other likeness and other reproductions thereof and all copyright therein, and that I will not receive any kind of payment, remuneration, compensation or consideration of any kind.

☒ I acknowledge that I have been given the opportunity to review the above Release for Use of Likeness, Voice, and Name Agreement.  
NOTE: You will not be permitted to sign and submit the mandatory Associate Guide Acknowledgement on the last page until you select this checkbox.

Electronic Protected Health Information (ePHI) Agreement

Electronic Protected Health Information (ePHI) Agreement

In order to comply with privacy regulations regarding electronic Protected Health Information (ePHI), associates, contractors or anyone with access to systems containing ePHI are responsible for safeguarding this protected data by:

- limiting ePHI data access to only those who need access as part of their job duties
- storing ePHI data only on resources that are specifically designed to enforce ePHI data confidentiality, integrity and availability (e.g., not on public or shared drives or on personal digital assistants (PDA’s) or any other place where data is at significant risk of being compromised)
- transmitting ePHI data only through approved channels (Secure FTP, encrypted email, etc.)
- ensuring ePHI data on transportable media sources such as floppies, CD’s, DVD’s, magnetic tapes and laptops are controlled and utilized according to IT standards
- returning or destroying ePHI when it is no longer needed for business purposes or upon contract termination
- ensuring that all system access passwords are kept confidential, sufficiently complex and routinely changed

Managers responsible for ePHI data should ensure individuals granted access to ePHI resources are trained annually on ePHI handling procedures. These managers should also review access control lists regularly to verify that only authorized individuals are granted access to ePHI resources.

Despite the close working relationship between Luxottica associates and subleasing optometrists or ophthalmologists, no Luxottica associate should handle a subleasing doctor’s electronic patient information/data unless it is with the specific permission of the doctor or pursuant to a Business Associate Agreement and in the course of treatment.

If an associate suspects or discovers an IT security incident (data compromise, system misuse, virus, etc.), the incident must be reported immediately to management and to the appropriate IT Help Desk. Technical Services’ IT Security Officer is responsible for the IT security incident remediation process, including coordinating, communicating and documenting response activities through to resolution.

These Corporate Services and ePHI Policy summaries are provided so that associates understand the importance of protecting the Company IT resources and protected customer data. Please refer to Luxottica’s intranet, or your brand-specific online communications

channel for more detailed information regarding IT policies.

☒ I acknowledge that I have been given the opportunity to review the above Electronic Protected Health Information (ePHI) Agreement.  
NOTE: You will not be permitted to sign and submit the mandatory Associate Guide Acknowledgement on the last page until you select this checkbox.

Luxottica Associate Guide Acknowledgement and Agreement

Luxottica Associate Guide Acknowledgment and Agreement

This will acknowledge that I have received my copy of the Luxottica Associate Guide and that I will familiarize myself with the contents of the Associate Guide and agree to abide by its terms. I understand that this Guide replaces and supersedes all prior versions.

I specifically understand and agree to the following:

- My employment with the Company will be at-will, unless there is a specific agreement signed by me and a legally authorized company representative, as determined by Luxottica’s Legal Department, stating otherwise. As an at-will employee, I understand that the Company has the right to terminate my employment at any time, with or without cause or notice, and that I have the same right. Except as provided in the following paragraph, the Company reserves the right to add, change or delete wages, benefits, policies and all other working conditions at any time.
- The Dispute Resolution Agreement cannot be changed, altered, revised or modified as to me without (i) issuance of a new Dispute Resolution Agreement which makes any such changes or modifications, and (ii) my written agreement to such changes or modifications.
- My signature below certifies that I understand that this agreement regarding my at-will status is the sole and entire agreement between the Company and me concerning the duration of my employment and the circumstances under which my employment can be terminated. This agreement supersedes all prior agreements, understandings and representations (whether written or oral) concerning my at-will employment with the Company.
- I acknowledge that I have received and read, and that I understand and agree to the terms of, the following Agreements as set forth in the Associate Guide: Confidentiality Agreement and Non-Solicitation Agreement; Inventions Agreement; Dispute Resolution Agreement; Release for Use of Likeness, Voice and Name Agreement and Electronic Protected Health Information (ePHI) Policy Agreement.
- Except as provided in the following sentence, I acknowledge and agree that my employment with the Company is conditioned upon my acceptance of the terms of these contractually binding agreements. Consistent with the terms of the Dispute Resolution Agreement, however, I recognize that I have 30 days to opt-out of that Dispute Resolution Agreement. Absent the exercising of my right to opt-out of that Dispute Resolution Agreement (by signing and returning the Opt-Out of Dispute Resolution Agreement form within 30 days of receipt, or selecting the opt-out checkbox if done electronically), the Company and I agree to be bound by its terms. I understand that the Agreements attached hereto replace and supersede all prior versions and I am bound by the most recent versions of the Agreements.

MY SIGNATURE BELOW CERTIFIES THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH ABOVE.

DO NOT SIGN UNTIL YOU HAVE READ THE ACKNOWLEDGMENT AND AGREEMENT ABOVE, AND THE LUXOTTICA ASSOCIATE AGREEMENTS.

Enter your Full Name to confirm your electronic signature.

Full Name: kathleen olivastro

Opt-Out of Dispute Resolution Agreement

Please select from the dropdown below whether you wish to participate or opt-out of the Displute Resolution Agreement.

I understand that if I choose to opt-out within the 30-day time period, I agree that I am not entitled or required to participate in or utilize the arbitration procedures described in the Dispute Resolution Agreement. I understand that Luxottica will not take adverse action against me because I choose to opt-out.

I wish to participate.

Note: If you received and reviewed the Dispute Resolution Agreement electronically, and wish to opt-out of the Dispute Resolution Agreement after closing out of the electronic system, please contact the HR Solutions Group at 1-866-431-8484 within 30 days of your receipt of the Dispute Resolution Agreement for further assistance.